

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
<u>TWO YEAR FIRM CONTRACT PERIOD</u>			
Outbound CONUS to NAS Keflavik			
0001	New York Port Area (Zone 1)¹ to NAS Keflavik, Carriage of Cargo		DELETED
0002	New York Port Area (Zone 2)² to NAS Keflavik, Carriage of Cargo		
0002AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,108.00</u>
0002AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,954.00</u>
0002AC	20' and Over Tank Container	Cont.	\$ <u>4,154.00</u>
0002AD	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,558.00</u>
0003	Norfolk Port Area (Zone 1)³ to NAS Keflavik, Carriage of Cargo		
0003AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,358.00</u>

TWO YEAR FIRM CONTRACT PERIOD

¹This Zone shall include places within Military Ocean Terminal, Bayonne, New Jersey (MOTBY).

²This Zone shall include places within the New York Commercial Zone, as defined by the **Surface Transportation Board** CFR 49 paragraph 1048.20, except those places defined as New York Port Area, Zone 1.

³This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0003AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,204.00</u>
0003AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,658.00</u>
0003AD	20' and Over Tank Container	Cont.	\$ <u>3,254.00</u>
0003AE	40' & Over Dry Container, Vehicles	M/T	\$ <u>303.00</u>
0003AF	Under 40' Dry Container, Vehicles	M/T	\$ <u>305.00</u>
0004	Norfolk Port Area (Zone 2)⁴ to NAS Keflavik, Carriage of Cargo		
0004AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,358.00</u>
0004AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,204.00</u>
0004AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,708.00</u>
0005	Harrisburg Group⁵ to NAS Keflavik, Carriage of Cargo		
0005AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,108.00</u>
<u>TWO YEAR FIRM CONTRACT PERIOD</u>			
0005AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,954.00</u>

⁴This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

⁵The Harrisburg Group shall include the points of Carlisle, PA Harrisburg, PA, Mechanicsburg, PA, and New Cumberland, PA.

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0005AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,758.00</u>
0006	Carrier's Terminal, New York to NAS Keflavik, Carriage of Cargo		
0006AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,108.00</u>
0006AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,954.00</u>
0006AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>338.00</u>
0006AD	Breakbulk General Cargo	M/T	\$ <u>338.00</u>
0006AE	20' Tank Container	Cont.	\$ <u>4,154.00</u>
0006AF	40' & Over Refrigerated Container Refrigerated Cargo,	Cont.	\$ <u>8,808.00</u>
0007	Carrier's Terminal, Norfolk to NAS Keflavik, Carriage of Cargo		
0007AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,308.00</u>
0007AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,154.00</u>
0007AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>149.00</u>
0007AD	Breakbulk General Cargo	M/T	\$ <u>149.00</u>
0007AE	20' Tank Container	Cont.	\$ <u>3,154.00</u>
0007AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,808.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
<u>TWO YEAR FIRM CONTRACT PERIOD</u>			
INBOUND			
NAS KEFLAVIK TO CONUS			
0008	NAS Keflavik to New York Port Area (Zone 1), Carriage of Cargo		DELETED
0009	NAS Keflavik to New York Port Area (Zone 2) , Carriage of Cargo		
0009AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,908.00</u>
0009AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,754.00</u>
0009AC	20' and Over Tank Container	Cont.	\$ <u>3,954.00</u>
0010	NAS Keflavik to Norfolk Port Area (Zone 1), Carriage of Cargo		
0010AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,358.00</u>
0010AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,204.00</u>
0010AC	20' and Over Tank Container	Cont.	\$ <u>3,304.00</u>
0010AD	40' & Over Dry Container, Vehicles	M/T	\$ <u>303.00</u>
0010AE	Under 40' Dry Container, Vehicles	M/T	\$ <u>305.00</u>
0011	NAS Keflavik to the Carrier's Terminal, New York, Carriage of Cargo		
0011AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>187.00</u>
0011AB	Breakbulk General Cargo	M/T	\$ <u>187.00</u>

TWO YEAR FIRM CONTRACT PERIOD

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U.S. FLAG CARRIER
Section B

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0012	NAS Keflavik to the Carrier's Terminal, Norfolk, Carriage of Cargo		
0012AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>149.00</u>
0012AB	Breakbulk General Cargo	M/T	\$ <u>149.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
<u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u>			
OUTBOUND			
CONUS TO NAS KEFLAVIK			
0013	New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		DELETED
0014	New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0014AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,905.00</u>
0014AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,853.00</u>
0014AC	20' and Over Tank Container	Cont.	\$ <u>4,053.00</u>
0014AD	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,355.00</u>
0015	Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		
0015AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,155.00</u>
0015AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,103.00</u>
0015AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,455.00</u>
0015AD	20' and Over Tank Container	Cont.	\$ <u>3,153.00</u>
0015AE	40' and Over Dry Container, Vehicles	M/T	\$ <u>294.00</u>
0015AF	Under 40' Dry Container, Vehicles	M/T	\$ <u>296.00</u>

FIRST ONE YEAR CONTRACT OPTION PERIOD

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0016	Norfolk Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0016AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,155.00</u>
0016AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,103.00</u>
0016AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,505.00</u>
0017	Harrisburg Group to NAS Keflavik, Carriage of Cargo		
0017AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,905.00</u>
0017AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,853.00</u>
0017AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,555.00</u>
0018	Carrier's Terminal, New York to NAS Keflavik, Carriage of Cargo		
0018AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,905.00</u>
0018AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,853.00</u>
0018AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>329.00</u>
0018AD	Breakbulk Cargo, General	M/T	\$ <u>329.00</u>
0018AE	20' Tank Container	Cont.	\$ <u>4,053.00</u>
0018AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,605.00</u>

FIRST ONE YEAR CONTRACT OPTION PERIOD

0019	Carrier's Terminal, Norfolk to NAS Keflavik, Carriage of Cargo		
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SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0019AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,105.00</u>
0019AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,053.00</u>
0019AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>144.00</u>
0019AD	Breakbulk Cargo, General	M/T	\$ <u>144.00</u>
0019AE	20' Tank Container	Cont.	\$ <u>3,053.00</u>
0019AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,605.00</u>

INBOUND

NAS Keflavik to CONUS

0020	NAS Keflavik to New York (Zone 1), Carriage of Cargo		DELETED
0021	NAS Keflavik to New York Port Area (Zone 2) , Carriage of Cargo		
0021AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,705.00</u>
0021AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,653.00</u>
0021AC	20' and Over Tank Container	Cont.	\$ <u>3,853.00</u>

FIRST ONE YEAR CONTRACT OPTION PERIOD

0022	NAS Keflavik to Norfolk Port Area (Zone 1), Carriage of Cargo		
0022AA	40' & Over Container, Dry	Cont.	\$ <u>6,155.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0022AB	Under 40' Container, Dry	Cont.	\$ <u>3,103.00</u>
0022AC	20' and Over Tank Container	Cont.	\$ <u>3,203.00</u>
0022AD	40' & Over Dry Container, Vehicles	M/T	\$ <u>293.00</u>
0022AE	Under 40' Dry Container, Vehicles	M/T	\$ <u>296.00</u>
0023	NAS Keflavik to the Carrier's Terminal, New York, Carriage of Cargo		
0023AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>182.00</u>
0023AB	Breakbulk General Cargo	M/T	\$ <u>182.00</u>
0024	NAS Keflavik to the Carrier's Terminal, Norfolk, Carriage of Cargo		
0024AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>144.00</u>
0024AB	Breakbulk General Cargo	M/T	\$ <u>144.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
<u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u>			
OUTBOUND			
CONUS TO NAS KEFLAVIK			
0025	New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		DELETED
0026	New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0026AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,063.00</u>
0026AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,932.00</u>
0026AC	20' and Over Tank Container	Cont.	\$ <u>4,132.00</u>
0026AD	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,513.00</u>
0027	Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		
0027AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,313.00</u>
0027AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,182.00</u>
0027AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,613.00</u>
0027AD	20' and Over Tank Container	Cont.	\$ <u>3,232.00</u>
0027AE	40' and Over Dry Container, Vehicles	M/T	\$ <u>301.00</u>
0027AF	Under 40' Dry Container, Vehicles	M/T	\$ <u>303.00</u>

SECOND ONE YEAR CONTRACT OPTION PERIOD

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0028	Norfolk Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0028AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,313.00</u>
0028AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,182.00</u>
0028AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,663.00</u>
0029	Harrisburg Group to NAS Keflavik, Carriage of Cargo		
0029AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,063.00</u>
0029AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,932.00</u>
0029AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,713.00</u>
0030	Carrier's Terminal, New York to NAS Keflavik, Carriage of Cargo		
0030AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,063.00</u>
0030AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,932.00</u>
0030AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>336.00</u>
0030AD	Breakbulk Cargo, General	M/T	\$ <u>336.00</u>
0030AE	20' Tank Container	Cont.	\$ <u>4,132.00</u>
0030AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,763.00</u>

SECOND ONE YEAR CONTRACT OPTION PERIOD

0031	Carrier's Terminal, Norfolk to NAS Keflavik, Carriage of Cargo		
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SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0031AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,263.00</u>
0031AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,132.00</u>
0031AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>148.00</u>
0031AD	Breakbulk Cargo, General	M/T	\$ <u>148.00</u>
0031AE	20' Tank Container	Cont.	\$ <u>3,132.00</u>
0031AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,763.00</u>

INBOUND

NAS Keflavik to CONUS

0032	NAS Keflavik to New York (Zone 1), Carriage of Cargo		DELETED
0033	NAS Keflavik to New York Port Area (Zone 2) , Carriage of Cargo		
0033AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,863.00</u>
0033AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,732.00</u>
0033AC	20' and Over Tank Container	Cont.	\$ <u>3,932.00</u>

SECOND ONE YEAR CONTRACT OPTION PERIOD

0034	NAS Keflavik to Norfolk Port Area (Zone 1), Carriage of Cargo		
0034AA	40' & Over Container, Dry	Cont.	\$ <u>6,313.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0034AB	Under 40' Container, Dry	Cont.	\$ <u>3,182.00</u>
0034AC	20' and Over Tank Container	Cont.	\$ <u>3,282.00</u>
0034AD	40' & Over Dry Container, Vehicles	M/T	\$ <u>301.00</u>
0034AE	Under 40' Dry Container, Vehicles	M/T	\$ <u>303.00</u>
0035	NAS Keflavik to the Carrier's Terminal, New York, Carriage of Cargo		
0035AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>186.00</u>
0035AB	Breakbulk General Cargo	M/T	\$ <u>186.00</u>
0036	NAS Keflavik to the Carrier's Terminal, Norfolk, Carriage of Cargo		
0036AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>148.00</u>
0036AB	Breakbulk General Cargo	M/T	\$ <u>148.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
<u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u>			
OUTBOUND CONUS TO NAS KEFLAVIK			
0037	New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		DELETED
0038	New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0038AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,225.00</u>
0038AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>4,013.00</u>
0038AC	20' and Over Tank Container	Cont.	\$ <u>4,213.00</u>
0038AD	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,675.00</u>
0039	Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo		
0039AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,475.00</u>
0039AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,263.00</u>
0039AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,775.00</u>
0039AD	20' and Over Tank Container	Cont.	\$ <u>3,313.00</u>
0039AE	40' and Over Dry Container, Vehicles	M/T	\$ <u>309.00</u>
0039AF	Under 40' Dry Container, Vehicles	M/T	\$ <u>311.00</u>

THIRD ONE YEAR CONTRACT OPTION PERIOD

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0040	Norfolk Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo		
0040AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,475.00</u>
0040AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,263.00</u>
0040AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,825.00</u>
0041	Harrisburg Group to NAS Keflavik, Carriage of Cargo		
0041AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,225.00</u>
0041AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>4,013.00</u>
0041AC	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,875.00</u>
0042	Carrier's Terminal, New York to NAS Keflavik, Carriage of Cargo		
0042AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,225.00</u>
0042AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>4,013.00</u>
0042AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>344.00</u>
0042AD	Breakbulk Cargo, General	M/T	\$ <u>344.00</u>
0042AE	20' Tank Container	Cont.	\$ <u>4,213.00</u>
0042AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>8,925.00</u>

THIRD ONE YEAR CONTRACT OPTION PERIOD

0043	Carrier's Terminal, Norfolk to NAS Keflavik, Carriage of Cargo
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SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0043AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>6,425.00</u>
0043AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,213.00</u>
0043AC	Breakbulk Cargo, Vehicles	M/T	\$ <u>152.00</u>
0043AD	Breakbulk Cargo, General	M/T	\$ <u>152.00</u>
0043AE	20' Tank Container	Cont.	\$ <u>3,213.00</u>
0043AF	40' & Over Refrigerated Container, Refrigerated Cargo	Cont.	\$ <u>7,925.00</u>

INBOUND

NAS Keflavik to CONUS

0044	NAS Keflavik to New York (Zone 1), Carriage of Cargo		DELETED
0045	NAS Keflavik to New York Port Area (Zone 2) , Carriage of Cargo		
0045AA	40' & Over Dry Container, General Cargo	Cont.	\$ <u>7,025.00</u>
0045AB	Under 40' Dry Container, General Cargo	Cont.	\$ <u>3,813.00</u>
0045AC	20' and Over Tank Container	Cont.	\$ <u>4,013.00</u>

THIRD ONE YEAR CONTRACT OPTION PERIOD

0046	NAS Keflavik to Norfolk Port Area (Zone 1), Carriage of Cargo		
0046AA	40' & Over Container, Dry	Cont.	\$ <u>6,475.00</u>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>CHARGE</u>
0046AB	Under 40' Container, Dry	Cont.	\$ <u>3,263.00</u>
0046AC	20' and Over Tank Container	Cont.	\$ <u>3,363.00</u>
0046AD	40' & Over Dry Container, Vehicles	M/T	\$ <u>308.00</u>
0046AE	Under 40' Dry Container, Vehicles	M/T	\$ <u>311.00</u>
0047	NAS Keflavik to the Carrier's Terminal, New York, Carriage of Cargo		
0047AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>190.00</u>
0047AB	Breakbulk General Cargo	M/T	\$ <u>190.00</u>
0048	NAS Keflavik to the Carrier's Terminal, Norfolk, Carriage of Cargo		
0048AA	Breakbulk Cargo, Vehicles	M/T	\$ <u>152.00</u>
0048AB	Breakbulk General Cargo	M/T	\$ <u>152.00</u>

NOTE: Offerors must submit rates for each line item appearing in Section B.

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>CHARGE</u>
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Items 0049-0077 are for Mileage rates in CONUS and apply for the two year firm period and three, one year option periods of the contract.

40 FOOT AND OVER

0049	Less than 25 miles	\$ 0.00
0050	26 to 35 miles	\$ 5.95
0051	36 to 45 miles	\$ 4.81
0052	46 to 55 miles	\$ 4.48
0053	56 to 75 miles	\$ 3.87
0054	76 to 125 miles	\$ 3.33
0055	126 to 175 miles	\$ 2.69
0056	176 to 200 miles	\$ 2.03
0057	201 to 250 miles	\$ 1.85
0058	251 to 300 miles	\$ 1.73
0059	301 to 350 miles	\$ 1.59
0060	351 to 400 miles	\$ 1.50
0061	401 to 450 miles	\$ 1.49
0062	451 to 500 miles	\$ 1.43
0063	501 to 600 miles	\$ 1.40
0064	601 to 750 miles	\$ 1.39
0065	751 to 900 miles	\$ 1.38
0066	901 to 1050 miles	\$ 1.37
0067	1051 to 1200 miles	\$ 1.35
0068	1201 to 1350 miles	\$ 1.34
0069	1351 to 1500 miles	\$ 1.27
0070	1501 to 1750 miles	\$ 1.16
0071	1751 to 2000 miles	\$ 1.04
0072	2001 to 2250 miles	\$ 1.00
0073	2251 to 2500 miles	\$ 0.98
0074	2501 to 2750 miles	\$ 0.94
0075	2751 to 3000 miles	\$ 0.82
0076	3001 to 3250 miles	\$ 0.77
0077	3251 to 3500 miles	\$ 0.71

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>CHARGE</u>
<u>UNDER 40 FOOT</u>		
0049	Less than 25 miles	\$ 0.00
0050	26 to 35 miles	\$ 5.94
0051	36 to 45 miles	\$ 4.81
0052	46 to 55 miles	\$ 4.47
0053	56 to 75 miles	\$ 4.10
0054	76 to 125 miles	\$ 3.33
0055	126 to 175 miles	\$ 2.68
0056	176 to 200 miles	\$ 2.03
0057	201 to 250 miles	\$ 1.85
0058	251 to 300 miles	\$ 1.73
0059	301 to 350 miles	\$ 1.59
0060	351 to 400 miles	\$ 1.50
0061	401 to 450 miles	\$ 1.43
0062	451 to 500 miles	\$ 1.40
0063	501 to 600 miles	\$ 1.39
0064	601 to 750 miles	\$ 1.38
0065	751 to 900 miles	\$ 1.37
0066	901 to 1050 miles	\$ 1.19
0067	1051 to 1200 miles	\$ 1.14
0068	1201 to 1350 miles	\$ 1.11
0069	1351 to 1500 miles	\$ 1.08
0070	1501 to 1750 miles	\$ 1.03
0071	1751 to 2000 miles	\$ 0.89
0072	2001 to 2250 miles	\$ 0.81
0073	2251 to 2500 miles	\$ 0.76
0074	2501 to 2750 miles	\$ 0.72
0075	2751 to 3000 miles	\$ 0.68
0076	3001 to 3250 miles	\$ 0.65
0077	3251 to 3500 miles	\$ 0.63

CLIN's 0049 through 0077 provide rates by mileage band category (computed by using the mileage calculated in the Household Movers Guide, 3 digit Zip Code Guide) for linehaul/drayage between point and port locations. These rates are stated as a rate per one way miles by container size and are only to be used in those instances where no specific port or point rate exists. Use of the mileage rates for any linehaul point not specifically designated is conditioned on its application for no longer than 60 calendar days for drayage/linehaul to/from any location not specifically identified in Schedule B. However, should the requirement from the inland location continue beyond 60 calendar days, an ongoing rate shall be negotiated for such point and port location pursuant to the Changes Clause provided herein.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C-1 GENERAL

C-1.1 Transportation Services. The Contractor, a vessel operating ocean Carrier, shall provide transportation of lawful cargo by U.S. flag ships or ships operated by Icelandic shipping companies between points and ports in the Continental United States of America (CONUS) as specified in Section B and the point of NAS Keflavik. The Carrier shall maintain regularly scheduled liner term service on this route throughout the period of the Contract. These services shall be self-sustaining. The Carrier shall provide both breakbulk and intermodal container service, including , but not limited to, inland pickup and delivery of cargo, terminal handling, receiving cargo, releasing of cargo, and loading and discharging operations at the Carrier's ports of call. The minimum acceptable frequency of service shall be a vessel call at Iceland at intervals not to exceed twenty-four (24) days between deliveries to NAS Keflavik. The Contractor shall provide within the 24 day minimum frequency of service, a self-sustaining vessel service with a minimum capability to carry and deliver a container cargo volume of 130 Twenty Foot Equivalent Units (TEUs) if awarded the 65% share and 70 TEUs if awarded the 35% share. The minimum service must provide for the carriage of twenty or forty foot containers in those TEU slots and ten refrigerated containers per 24 day frequency period as those services are ordered by the Government under this contract. The service must provide 1200 and 640 square feet of breakbulk protected stowage, for the 65% and 35% award share respectively. Breakbulk space that is usable for container stowage may be included to meet the TEU minimum requirement under this section. The minimum capacity of the service can be provided by more than one vessel as long as the aggregate minimum delivery capability is met within the 24 day frequency period. Actual cargo transit time will not exceed ten (10) days from the last loading port in CONUS to the Carrier's port of discharge in Iceland for NAS Keflavik deliveries and ten (10) days from the Carrier's port of loading for cargo originating at NAS Keflavik to the Carrier's first discharge port in CONUS. The Carrier will carry any and all cargoes offered by the Government up to the capacity of the vessels offered for use in this trade, with the exception of those limitations of the Carrier's obligations specified in Section H-7.

C-1.2 Regulatory Compliance. The Carrier shall file all rates and terms of this Contract with the Federal Maritime Commission (FMC), the Surface Transportation Board, and/or with other governmental agencies as may have jurisdiction over the services provided by the Contractor as set forth in this Contract. The Carrier agrees to comply with such regulations of the FMC, STB, and/or other governmental agencies as may be applicable for service to the Government in the carriage of military cargo as set forth in this Contract.

C-1.3 Cargo. Types of cargo to be carried are military cargo, mail, and any other type of cargo shipped by the Department of Defense in the Defense Transportation System (DTS). All cargo shall be stowed so that it is protected from damage due to exposure to the elements.

C-1.4 Carriage. Cargo will be loaded and discharged at terminals at the carrier's port of call. The Carrier shall furnish all containers unless Government owned containers are to be transported. Consistent with vessel safety, when on deck stowage is necessary, containers with mail and personal property will, to the maximum extent possible, be loaded on the bottom tier.

C-1.5 Reserved

C-1.6 Reserved

**C-1.7 SEALIFT READINESS PROGRAM - ONLY applies to U.S. Flag vessel operators
DOES NOT APPLY to Icelandic operators**

The Voluntary Intermodal Sealift Agreement (VISA) has been approved by the Secretary of Defense (SECDEF) as the primary DoD sealift readiness program. VISA Participants receive competitive preference for award of DoD cargo and booking priority applicable to peacetime, exercise and contingency cargo based on their VISA capacity commitments. The DoD Sealift Readiness Program (SRP) is the alternative program to VISA. Both programs are intended to provide a formal agreement between U.S. flag vessel operators and the Department of Defense (DoD) for the acquisition of sealift and related services under less than full mobilization. The VISA program is still under development for full implementation. However, the VISA has been designated as the preferred sealift readiness program for this contract. DoD policy effective 15 January 1998 states the requirement for U.S. flag commercial entities to commit to support DoD contingency/wartime requirements through participation in DoD readiness programs as a condition for receiving DoD business.. To implement this policy, U.S. flag vessel operators, as a condition to receive competitive preference for award of DoD cargo and booking priority applicable to peacetime, exercise and contingency cargo, are obligated to participate in the VISA and to commit to Stage III of the VISA for the period of contract performance. If a Participant subsequent to award voluntarily withdraws from VISA, the offeror commits 50% of its U.S. flag fleet (in vessels) and related equipment to the alternate DoD SRP for the full performance period or any part thereof not covered by the VISA commitment. Offerors are required to complete JTMO Forms 4280/9 and 4280/9A. Commitment to an authorized sealift readiness program is an integral part of this contract and the level of that commitment remains in full force and effect for the performance period of the contract and any periods under which that mobilization commitment is utilized by the DoD.

C-2 CONTAINER SERVICE

C-2.1 Basic Service. The Carrier's container service shall consist of furnishing a clean, empty, odor free container on a chassis to the Government at a specific point designated by the Government within the general locations set forth in Section B; moving the stuffed container between this point and the Carrier's commercial terminal; receiving and handling the stuffed container at its loading terminal; loading and transporting the container in the Carrier's vessel; discharging and handling the container at the Carrier's receiving terminal, including all aspects of Customs clearance; **and delivering the loaded container on chassis to a place designated by the Government and spotting it at a specific point, such as a warehouse door, at a loading platform, and/or grounded as designated locally at the time of arrival by the receiving activity. When requested by the receiving activity, the Carrier shall provide off-loading from the trailer or chassis where Government container handling equipment is not available. The Government does not anticipate the need to utilize Carrier off-loading service in the**

absence of Government container handling equipment for more than ten (10) percent of the total delivered containers.

C-2.2 Spotting Empty Containers. The Ordering Officer (OO) will provide the Carrier at least two working days notice as to where to spot an empty container unless a shorter notice is agreed upon by the carrier. The notice will include the type, size (LxWxH), and capacity of container required, the name and address of the shipper, the date and a specific time for spotting the container, which will not be later than three working days prior to the vessel cut-off date unless a shorter period is agreed upon by the carrier, and will specify the categories of cargo to be stuffed in container (i.e., General Cargo, Mail/Mail Equipment, Vehicles, or Refrigerated Cargo). The Carrier shall spot the empty container within a delivery window of not later than or prior to one hour of the stated time in the notice.

C-2.3 Container Pickup. The Carrier shall pick-up and remove a stuffed container from the Government facility within 24 hours, and an empty container within 72 hours, commencing at 0800 hours on the day following receipt of notification that the container is in all respects ready to be transported, unless this requirement is waived by the OO. Time will not run during Saturdays, Sundays, and locally observed holidays.

C-2.4 Chassis Requirement. Containers delivered to the Government shall be on chassis which shall remain with the containers while they are in the custody of the Government unless this requirement is waived by the OO. Chassis provided by the Carrier shall be compatible with Government-furnished tractors unless this requirement is waived by the OO.

C-2.5 Empty Containers. When the Government requires stuffing at a place not set forth in Section B, the Carrier shall make empty containers on chassis available at its terminal. Line-haul from such location to the place of stuffing and return shall be arranged by and performed at the expense of the Government.

C-2.6 Inland Delivery. The Carrier shall contact the consignee to establish a delivery time. Unless delay is requested by the OO, the Carrier, after the discharge of the container from the vessel or after custom clearance, whichever occurs later, will commence inland transportation within one (1) working day for containers loaded with mail or refrigerated cargo and two (2) working days for containers loaded with dry cargo with the exception that vehicles in containers will be delivered within forty-eight (48) hours after the container has been discharged from the vessel. Time shall not run on Saturdays, Sundays, or locally observed holidays. Upon delivery, the Carrier will present the consignee with a delivery receipt which shall include: destination warehouse, pieces, weight, cube, description of cargo, and TCN for the container. The carrier's drayage or line-haul service shall consist of delivery of the container on a chassis at a place designated by the OO and spotted at a specific available point (such as a warehouse door or loading platform), designated locally at the time of arrival by the receiving activity, for stuffing or unstuffing, the transportation of the stuffed container between such place of loading and the carrier's terminal and the removal of the empty container after unstuffing. Drayage/line-haul service, within the meaning of this provision includes the spotting of the container at one location at the stuffing or unstuffing activity. The inland cargo transit after commencement of oncarriage for delivery shall not exceed one day for every 300 miles of the shortest road distance from the port of discharge to the final delivery point. The carrier will

submit documentation to the proper authorities for customs clearance the day of discharge or within one working day of receipt of appropriate documentation from the ACO or its designated agent.

C-2.7 Ancillary Services.

C-2.7.1 Heavy Lift Charges. Heavy Lift Service shall not be required in this Contract and therefore Heavy Lift Charges are not applicable.

C-2.7.2 Tank Containers (Inbound, NAS Keflavik to CONUS). The Carrier shall provide intermodal service for the movement of bulk cargo in tank containers. The Carrier will be paid for this service in accordance with the rates set forth in Section B of the Contract. Tank containers shall be Carrier provided unless otherwise specified by the OO or in the case of the transport of deicing fluid. (Section C-2.7-3).

C-2.7.3 Deicing Fluid in Tank Containers (Outbound, CONUS to NAS Keflavik). The Contractor shall transport deicing fluid in bulk intermodal tank containers. This specific cargo shall be offered in a Government-provided tank container in a cradle, but without a chassis. This cargo has been determined to be not hazardous for shipping by the Secretary of Transportation and the International Maritime Organization.

C-2.8 Refrigerated Containers.

C-2.8.1 General. Self-sustaining refrigerated containers in good working order shall be delivered to the stuffing activity precooled to the intransit temperature specified by the Government. Such containers will be maintained at an internal temperature within three (3) degrees Fahrenheit of the specified intransit temperature from the time of initial stuffing until unstuffed at final destination. For Chilled Cargo in refrigerated containers only, the intransit temperature specified in the booking/shipping order for service shall be maintained by the Carrier at an internal temperature within plus or minus two (2) degrees Fahrenheit of the specified temperature from the time of initial stuffing until unstuffing at final destination, provided that such variance does not allow cargo freezing. The Carrier will be compensated for this service in accordance with the rates set forth in Section B of the Contract.

C-2.8.2 Carrier Inspection of Contents. Upon receipt, the Carrier may open stuffed refrigerated containers to inspect the condition, stuffing, or the temperature of the cargo. When the Carrier is of the opinion that the cargo is unsuitable for shipment to the specified destination, the Carrier shall immediately advise the OO of such condition, and request a written decision regarding shipment of the container.

C-2.8.3 Temperature Recording. The Carrier shall furnish an operable continuous temperature recording instrument in each refrigerated container ordered. The instrument shall measure and record in a legible manner any variation in temperature of one degree Fahrenheit or more inside the container during the time it is stuffed with cargo. The original printed record of the temperature maintained during the transit from origin to destination shall be made available for inspection by the

receiving activity when the container is delivered. Upon request of the consignee, a copy of the original record shall be provided to the receiving activity within 5 days.

C-2.8.4 Maintenance. It is the sole responsibility and cost of the Carrier to maintain its refrigerated container equipment in good working order.

C-3 BREAKBULK SERVICE

The Carrier's breakbulk service shall consist of receiving cargo at the Carrier's Norfolk, VA and New York, NY port terminal(s) in CONUS for cargo destined for Iceland (outbound cargo) or at NAS Keflavik for cargo destined to CONUS (inbound cargo); transporting the cargo between NAS Keflavik and the Carrier's port terminal in Iceland for inbound cargo; loading and transporting the cargo in its vessel(s); discharging the cargo at its receiving terminal(s) in CONUS (Norfolk, VA and New York, NY) or Iceland; and delivering the cargo to NAS Keflavik for outbound cargo. Breakbulk service shall be provided in accordance with the terms and conditions for containerized service, as applicable. Unless otherwise specified, all breakbulk cargo shall be carried with protected stowage on board the Carrier provided vessel. The coating of any breakbulk cargo with any protective substance by the Carrier is expressly prohibited unless authorized by the OO in writing. Breakbulk cargo carried and stowed underdeck, unless directed by the OO, shall be for the convenience of the Carrier and considered to be protected stowage. When underdeck stowage is directed by the OO and performed by the Carrier, the surcharge under Section G-5.4 shall apply.

C-4 DOCUMENTATION

C-4.1 Load Port. The Carrier shall, by mutually agreeable means, provide the cognizant MTMC activity and the activity responsible for cargo documentation with the information set forth below in connection with cargo loaded at each port.

C-4.1.1 Receipt Information. The following information shall be provided within four working hours after cargo is received: Carrier name, port of loading, date cargo is received at port, container number with ALFA prefix, TCN, and seal and/or keyless lock number.

C-4.1.2 Cargo Receipt. The Master shall sign the manifest or receipt acknowledging receipt of the cargo in apparent good order and condition or he shall specify thereon any apparent damage to or shortage of such cargo or any other specific exception to the cargo as listed on the manifest or receipt. For containerized cargo both received by the Carrier and delivered at destination under seal, the Master's receipt acknowledges only the apparent good order of the container.

C-4.1.3 Container/Breakbulk Cargo Lift Information. The following information shall be provided within eight hours after vessel departure: name of vessel and voyage document number, container number with ALFA prefix, TCN, port of discharge, final destination, general description of

container contents (i.e., general cargo, mail/mail equipment, POV, other vehicles, refrigerated cargo), and seal and/or keyless lock number.

C-4.1.4 Discrepancy Reports. The Carrier shall provide both the cognizant MTMC activity and local activity responsible for cargo documentation a listing by container number and TCN of containers which were booked but not loaded, or loaded but not booked, and the reasons why the containers missed their appropriate scheduled sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments. Additionally, if a seal on any container has been broken and/or replaced while in the Carrier's custody, the Carrier shall notify the OO with a complete report, within 24 hours of discovery of the broken and/or replaced seal, as to the circumstances and the reasons therefor.

C-4.2 Discharge Port.

C-4.2.1 Cargo Delivery/Customs Information. The Carrier shall provide the receiving activity, NASKEF, Iceland (Transportation Branch, Material Division), a CBL containing an 18 digit numerical code on the consignee shipment originating at each port of loading, including containers ALFA prefix and number, shipments weight, and measurement ton. Such notice should be given at least 72 hours prior to arrival and should indicate the ETA and any variation from or correction to information previously furnished.

C-4.2.2 Cargo Discharge. The Carrier shall provide the MTMC activity having cognizance over each port where containers are discharged with a discharge report. This report shall be provided for each container discharged as soon as practicable after discharge, but not later than twenty-four (24) hours prior to either the commencement of drayage/line-haul or availability for drayage/line-haul and shall include the following: name and voyage number of vessel making delivery; name and voyage number of original carrying vessel if transshipped; date, time and mode of commencement of drayage or line-haul from discharge port to inland destination; container number; and consignee.

C-4.3 Operational Reports. The Carrier shall provide both the Contracting Officer and the ACO notice within twenty-four (24) hours of any operational shortfall that occurs or may occur in the performance of this Contract. Examples of operational shortfalls include, but are not limited to, sailing delays, lack of availability of containers, strikes, receiving delays, and port backlogs.

C-4.4 Vessel Schedule. The Carrier shall provide an updated sailing and arrival schedule to MTMC and to NAS Keflavik every 90 days through the period of the Contract. Any change to the projected schedule must be immediately submitted in writing to the COR. Further, the Carrier shall notify the Government activity having cognizance over each port where Government cargo is to be discharged under this Contract of the impending arrival of the vessel. Such notice shall be given at least 48 hours prior to vessel arrival and shall indicate any variation from or correction to information previously furnished.

C-5 ELECTRONIC DATA INTERCHANGE (EDI)

C-5.1 Electronic Data Interchange (EDI) Participation

(a) Electronic exchange of booking and intransit status data is required by this contract. EDI is the preferred method for exchange of this data. However, an acceptable alternative is listed below in paragraph (c).

(b) Carriers electing to participate in the MTMC EDI are required to execute a Trading Partner Agreement (TPA) with MTMC. This is an umbrella document that describes the use of electronic media and electronic signatures; and establishes EDI transactions as legally enforceable in lieu of signed paper documents. Carriers who have not executed TPAs with MTMC for ocean cargo booking and ITV transactions will initiate a TPA with MTMC no later than 14 calendar days after contract award. The TPA will be approved upon successful completion of transmission tests for each transaction set.

(c) Carriers shall receive booking data (300) and cancellation data (303) from MTMC, and shall send booking confirmation (301) and intransit status (315) data to MTMC. Carriers shall provide the Government status reports for the following events:

<i>Code</i>	<i>Meaning</i>	<i>Notes</i>
EE	Empty spotted	Empty container outgate is acceptable in lieu of actual spot report.
W	Loaded container	Required only if carrier provides origin depart origin inland dray/line-haul
I	In-gate at POE	
VD	Vessel sails	This report is required at POE and at transshipment ports
VA	Arrival notice	Report ETA at POD 3 days prior to scheduled vessel arrival at POD
A	Vessel arrival	Report actual vessel arrival
UV	Vessel discharge	This report is required at POD and at transshipment ports
OA	Out gate from POD	
X1	Deliver to consignee	
EC	Empty container pick up	

OPTION: Carriers may choose to receive and respond to booking requests and report event status of cargo using MTMC provided internet based systems. The Government will provide instructions/training on use of this system.

(d) Implementation Conventions. The 300, 301, 303 and 315 transaction sets are described in detail in the implementation conventions. Copies of the IC's, when approved, can be obtained from <http://www.lmi.org/dtedi>.

(e) This contract includes, by reference, the approved Implementation Conventions for the 300,301,303 and 315 transaction sets. Changes to the IC's are initiated through the Automated Carrier Interface (ACI) Committee which is composed of both government and carrier members. Carriers holding JTMO contracts that require EDI are, or will be, voting members of the ACI Committee. Changes approved by the ACI Committee are forwarded to the EDI governing committee(s) for approval and publication. This contract incorporates changes as may be approved by the ACI Committee for implementation in accordance with the schedules approved by the ACI committee.

(f) At time of contract award MTMC will be transitioning from manual and TDCC formats to ANSI X12 standards. Cargo booking sets 300, 301 and 303 will migrate to ANSI X.12 version 3060. The transition of MTMC systems from TDCC is scheduled to be complete by March 1998. ITV status transaction set 315 will migrate from ANSI X12 version 3030 to version 3060.

(1) Carriers exchanging booking transactions in the TDCC format at time of contract award will convert to ANSI X12 formats by 1 March 1998 or upon suspension of booking operations at MTMC Eastern and Western Area offices, whichever is later.

(2) Carriers not exchanging booking transactions in TDCC format at time of contract award will begin exchanging booking transactions in the ANSI X12 format for shipments originated by the CONUS booking office no later than the effective date of this contract.

(3) Exchange of EDI booking transactions for shipments originated by OCONUS booking offices will be implemented concurrent with implementation of IBS at OCONUS booking offices. Carriers will be provided at least 90 days advance notice of requirements to begin exchanging EDI booking transaction with OCONUS booking offices.

(4) Carriers will begin EDI/ITV status reporting no later than the effective date of the contract.

(g) Carrier Payment

(1) MSC has been working with interested carriers on standardized EDI Invoice and Remittance formats for sealift services. MSC/JTMO's system to accept these invoices will not be implemented until after the Iceland contract becomes effective. Paper invoicing will be required until MSC/JTMO and individual carriers are fully ready for the change over to electronic. Carrier participation is encouraged.

(2) Automated fund transfer (AFT) is the required method of payment. Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.

(h) Carrier submission of vessel schedules.

(1) Carrier will provide copies of its vessel schedules to the cognizant MTMC booking offices at least 45 days prior to the earliest voyage sail date. Schedules should include all direct and feeder service

connections included in the carrier's offer. In the event the vessel schedule is changed, the carrier shall provide a revised schedule within one day. Only those schedules submitted in compliance with the vessel schedule submission media and format requirements of this section will be used to determine whether a carrier provides a schedule meeting the delivery requirements of the cargo as required by the cargo booking policy, Section H-4.

- (A) Hardcopy or fax schedules will be provided to OCONUS booking offices.
- (B) Electronic submission of schedules to the CONUS booking office is required.

(2) Effective 15 FEBRUARY 1998, the carrier will enter their new schedules on Integrated Booking System's, (IBS), "Commercial Carrier Vessel Schedule" web page. Carriers will also maintain schedules that are posted in the system (to include schedules that were posted to IBS by the booking office prior to the contract award date).

(3) Training materials that include instructions for obtaining passwords, accessing the internet based vessel schedule entry system, and entering data will be provided by 15 FEBRUARY 1998. Training sessions will also be provided by the IBS Project Management Office (PMO) in the Washington DC area. Training sessions will be scheduled between contract award and prior to its effective date. In the event the training materials and training sessions are not made available to carriers in a timely manner, the date for carriers to begin submitting schedules via IBS' Commercial Carrier Vessel Schedule web page will be delayed until such time as training materials and training sessions are made available. During this time carriers will provide the cargo booking offices with fax or hard copy schedules which will be maintained within IBS.

(4) The Vessel Schedule will contain the following data elements. The carrier will update and maintain data marked with a "*":

- * Vessel International Radio Call Sign (IRCS)
Vessel name (Translation from IRCS provided by IBS)
- * Commercial Voyage
- * Commercial Voyage Year
SCAC (Provided by system; translation from booking carrier) Booking Carrier
Code (Provided by IBS from login)
Booking Carrier Name (Provided by IBS; translation of Booking Carrier Code)
- * Vessel Operator
MSC/Commercial Indicator (Always blank for commercial carriers)
- * Route Index
- * Port ID (MILSTAMP port code; enter or select from a pick-list provided by IBS)
- * POE/POD (Indicator to show which ports on the schedule are for load and which for discharge)
- * Scheduled Vessel Arrival Date at the port *Scheduled Vessel Departure Date at

the port

* Dry Cutoff Date; report for POEs only *Reefer Cutoff Date; report for POEs only

* MILSTAMP vessel status code

* Feeder/ Direct. Indicator to show whether the port is served by the vessel named in the schedule. The name (IRCS) of the feeder vessel is also required.

(5) Vessel information provided by carriers as part of their proposal will be posted to IBS by the start of the bookings under this contract. Carriers will provide the cargo booking office with updates and changes to information provided on vessels offered for service under this contract. Information required by the booking office would include:

IRCS

Ship Name

Vessel flag (Country)

(i) Liquidated damages.

(1) Timeliness of initial submissions. Voyage data provided to MTMC less than 45 days before the earliest sail date on the voyage will be considered a late submission and the carrier shall be assessed a liquidated damage of \$250 per voyage. Damages will be assessed at the expiration of the contract.

(2) Reliability. Carrier shall provide timely notice of schedule changes. Actual POD arrivals of more than two days from the scheduled POD arrival dates in effect 7 days prior to sail date will be considered as unreliable and subject to liquidated damages of \$50 for each port POD on the schedule with delivery slippage of more than two days. Damages will be assessed at the expiration of the contract

(3) Timeliness and accuracy of EDI transactions. Carrier shall provide accurate, timely and complete EDI transactions for all events indicated at paragraph C-5.1(c). Carriers that do not complete transactions in compliance herewith shall be assessed a liquidated damage of \$8.00 per failed event within the required transaction set.

(j) Exceptions to EDI requirements: As circumstances warrant, the PCO may unilaterally modify the contract, in whole or part, and exempt carrier from specific EDI requirements. This modification may be for a specified time period, or for the duration of the contract.

(k) EDI addressing and testing requirements information will be provided by HQMTMC (JTMO). Point of Contact to address any questions is Mr. Joe Crandell, Tel (703) 681-6717.

C-6 PORT TO POINT SERVICE

DAMT01-98-D-9612
ICELAND
U.S. FLAG CARRIER
Section C

The Carrier's port to point service shall consist of spotting an empty container at the Carrier's Norfolk/New York terminal as directed by the OO; receiving stuffed containers at the terminal; loading and transporting the cargo in its vessel; discharging the cargo at its receiving terminal; and transporting the container to NAS Keflavik. Port to point service shall be provided in accordance with the terms and conditions for containerized service, as applicable.

SECTION D - PACKAGING AND MARKING

D-1 CONTAINER IDENTIFICATION

Containers shall be clearly marked to indicate the name of the Carrier. Leased containers utilized under this Contract shall have the name of the Carrier, affixed with stencils or stickers, in letters of not less than three (3) inches in height. As a minimum, such identification will be affixed to each end of a leased container.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 QUALITY ASSURANCE PROGRAM (QAP)

The Government will monitor the Carrier's performance under this Contract through its Quality Assurance Program (QAP), which will consist of continuing evaluation of all services including documentation provided by the Carrier. The Quality Assurance Program does not place any additional requirements on the Carrier. The plan is to be used for administrative purposes only and does not reflect a change in Contract requirements. To the extent that any conflict may arise between this plan and the substantive provisions of Military Sealift Command Iceland Solicitation No. N00033-97-R-6611 and the resultant Contract(s), then the substantive portions of the Iceland Solicitation No. N00033-97-R-6611 and the resultant Contract(s) shall apply.

E-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>Clause</u>	<u>Title and Date</u>
52.246-04	Inspection of Services - Fixed Price (Aug 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F-1 EFFECTIVE DATES

This Contract shall be in effect for all cargo booked to the Carrier or its agent for sailings on or after 0001 hours local time from 1 November 1998 and shall remain in force for all cargo booked to the Carrier or its agent for all sailings scheduled on or before 31 October 2000 or, if the First Option is exercised, through 31 October 2001, or if the Second Option is exercised, through 31 October 2002, and if the Third Option is exercised, through 31 October 2003.

F-2 LIQUIDATED DAMAGES

LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT
FAR 52.211-11 (APR 1994)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this Contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay or time specified in the Contract the sum(s) as specified elsewhere in the Contract with the exception of Contractor reporting which shall be payable at the sum of \$50.00 per day per report until submitted and for late vessel calls or excess transit in breach of Section C-1.1, the Contractor shall pay the Government the sum of ONE THOUSAND DOLLARS (\$1,000) for each calendar day or part thereof of delay.”

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this Contract in whole or in part under the Default - Fixed Price Supply and Service clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default- Fixed Price Supply and Service clause in this Contract.

F-3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>Clause</u>	<u>Title and Date</u>
52.242-15	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)

SECTION G - CONTRACT ADMINISTRATION

G-1 ADMINISTRATIVE CONTRACTING OFFICER

The Administrative Contracting Office (ACO) that shall perform contract administration for this contract is the Military Traffic Management Command (MTMC), ATTN: MTAQ-J, Room 107, 5611 Columbia Pike, Falls Church, VA 22041-5050, (703) 681-5633 or FAX (703) 681-6146, or DDN CrimK@baileys-emh5.army.mil.

G-2 SHIPPING ORDERS

When transportation services are ordered under this Contract, a shipping Order substantially in the form of the Clearance Order/Shipping Order (MSC Form 4612/1) (Attachment 2) will be issued by the Government. The Government will prepare all necessary papers including vessel papers or manifests listing the cargo stowed in containers aboard the vessel. Such papers, including vessel papers or manifests, shall be receipted by the Carrier or its agent, and shall be evidence of ownership. These documents and the Shipping Order shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-18). The OO will provide the Carrier with written notice of the Government activities authorized to issue Shipping Orders.

G-3 CONTAINER SIZE ORDERED/PROVIDED

When ordering containers from the Carrier, the OO will specify the type, length, height, and capacity of the container required. The Carrier shall not furnish a container of a different type or cubic capacity than that ordered without the written consent of the OO. If the OO allows the Carrier to substitute a larger size container than booked, and the loaded shipment does not exceed the cubic capacity of the size container originally ordered, the Government shall pay for the size ordered. If the loaded shipment exceeds the cubic capacity of the size container originally ordered, the Government will pay for the size container actually furnished.

G-4 APPLICATION OF RATES

G-4.1 Expression of Rates. All rates appearing in Section B are stated in U.S. dollars and cents by commodity per the applicable unit of measure and apply to all cargo moving under this Contract.

G-4.2 Containerized Cargo. General cargo (including mail/mail equipment), refrigerated cargo, neo-bulk cargo (bulk commodities in tank containers), shall be freighted at the appropriate per container rate(s) stated in Section B. Mixed loads of general cargo and vehicles shall be freighted at the general cargo container rate.

G-4.2.1 Containers stuffed with vehicles shall be freighted at the applicable measurement ton rate stated in Section B applicable to the manifest measure of the vehicles. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment not to exceed the maximum inside cubic capacity of the container.

G-4.3 Breakbulk Cargo. Breakbulk cargo shall be freighted by applying the applicable rate(s) to the manifested measurement tonnage of the cargo. Cargo booked as breakbulk cargo will be so freighted, regardless of whether containerized for the Carrier's convenience.

G-4.4 Accessorial Charges. Accessorials are not applicable under this Contract.

G-5 EXCEPTIONS TO GENERAL APPLICATION OF RATES

G-5.1 Carrier imposed weight restrictions. When a container is precluded from being utilized to its maximum capacity because of Carrier imposed restrictions which limit the weight carrying capacity below the maximum weight carrying capacity of the container, the cargo shall be freighted at the applicable per container rate applied to the manifest measure of the cargo applied pro-rata to useable carrying capacity (e.g., if the maximum capacity of the container is 20,000 lbs, but the restricted capacity is 15,000 lbs, the container will be freighted at 75% of its usual per container rate). Containers on which such restrictions are imposed shall not be utilized under this Contract if unrestricted containers are available for the required service from the other Carrier awarded a Contract pursuant to solicitation N00033-97-R-6611.

G-5.2 Government Furnished Containers. The Carrier's charges for through transportation of commercially acceptable Government containers will be ninety-five percent of the appropriate container rate for that cargo commodity when shipped in dry or flatrack containers and 70% for tank containers. The Carrier's charges for empty Government containers shall be one-half the appropriate rate for that container type. When detention is incurred on the Carrier's chassis in connection with service provided for Government containers, the chassis detention rates will apply.

G-5.3 High Cube Containers. If the Government orders the use of a high cube (9'6" high) 40 foot and over container, the Carrier will be paid 110% of the appropriate container rate in Section B.

G-5.4 Under Deck Stowage. If the OO directs the Carrier to stow breakbulk cargo under deck, the Carrier will be paid by the Government a surcharge of \$40 per measurement ton in addition to the appropriate breakbulk rate stated in Section B, provided that the cargo is stowed below deck. The Carrier shall not be entitled to the Under Deck Stowage surcharge if the Carrier stows the cargo below deck for their own convenience or the OO does not direct the Carrier to stow the specified breakbulk cargo below deck.

G-6 PAYMENT

G-6.1 Entitlement. Freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the Shipping Order or applicable amendments thereto. Freight shall consist of the sum of all payments due for services actually furnished in accordance with the Shipping Order calculated at the rates set forth in Section B.

G-6.2 Submission of Invoices. Invoices shall be submitted in accordance with the Standard Billing Instructions (Attachment 7). The Carrier shall submit properly certified invoices or vouchers to Military Traffic Management Command, Atlantic, Accounts Payable (N8), Building 42, Seventh Floor, Military Ocean Terminal, Bayonne, NJ 07002. Freight invoices must be submitted no later than six (6) months from the cargo delivery date. Freight invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

G-6.3 Determination of Delivery. Delivery of the stuffed container or breakbulk cargo, if inland delivery service required, at ultimate destination and accomplishment of the Shipping Order may, for purposes of payment of freight, be established either by a copy of a receipt signed by the consignee or its agent or upon certification of delivery by the OO based on information available within the Government. For purposes of payment of freight, delivery of container/breakbulk cargo shall be deemed to occur upon placement of the stuffed container at ultimate destination or upon expiration of two working days after the Carrier tenders the stuffed container/breakbulk cargo for delivery at the ultimate destination whichever occurs earlier. The Carrier may notify the MSC paying activity of the date and time of the container arrival at ultimate destination for determination of the two working day basis for payment of freight.

G-6.4 Withholding of Payment. If, after delivery of the cargo or container and unstuffing by the Government, there is any damage to or shortage of cargo not definitely known to be the fault of the Government or its agents, and it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interests of the Government pending final

determination of the amount of shortage or damage and the Carrier's liability therefor, the dollar amount of such shortage or damage may be estimated and withheld from sums owing to the Carrier by the Government under any Shipping Order. Likewise, the Government may recover overpayments of freight and may recover charges paid to the carrier for services and supplies furnished by the Government in connection with the carriage of cargo under one shipping order by withholding from sums due the carrier under any shipping order or Contract.

G-6.5 Reimbursement. All charges and expenses incurred for the account of the Government as provided in this Contract and which are not paid directly by the Government or by the consignee shall be paid by the Carrier, which shall be reimbursed upon the presentation of properly supported invoices, including, but not limited to, Carrier's Interchange Receipt and OO certified invoices.

G-6.6 Payment. Unless otherwise provided herein, payment shall be made on the basis of freight earned as computed in accordance with paragraph G-6.1 above. In accordance with the Prompt Payment Act, all payments earned on shipments will be made after a) receipt of a proper invoice, in accordance with the procedures outlined above, or b) evidence of delivery as described above, whichever occurred later. The failure of the Government to provide a proper manifest in a timely manner shall not preclude the Carrier from submitting a proper invoice upon delivery of cargo as set forth above.

G-7 REFUNDS, REBATES AND CREDITS

The Carrier agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Carrier under this Contract shall be paid by the Carrier to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Carrier has been reimbursed by the Government under the terms of this Contract.

G-8 AGREED COST RESPONSIBILITY

G-8.1 General. As a means of facilitating the administration of this Contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this Contract shall be listed. Determinations of responsibility for items of cost agreed by the parties under this Section are intended to be consistent with the substantive clauses of this Contract; provided however, in the event of conflict, the substantive clauses of the Contract shall prevail.

G-8.2 Responsibility of the Carrier. The Carrier is responsible for the cost of the following services:

G-8.2.1 Furnishing and maintaining containers and chassis.

G-8.2.2 Drayage of containers including: furnishing and maintaining tractors; furnishing drivers; delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

G-8.2.3 All costs of vessel operation and all port charges and other expenses charged to the Carrier's vessel.

G-8.2.4 All stevedoring costs and all costs of loading and discharging and preparation, including special cargo fire or security watch required by port regulations due to loading and discharging operations.

G-8.2.5 All container terminal costs including: receipt of containers; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

G-8.2.6 Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on breakbulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government.

G-8.2.7 Handling charges including terminal tariff handling charges according to the custom of the port; agency fees in connection with port clearance of cargo.

G-8.2.8 Landing and wharfage charges including: landing charges against cargo in accordance with the regulations of the port, including those billed by port authorities to the ship; and wharfage charges to military cargo.

G-8.3 Responsibility of the Government. The Government is responsible for the cost of the following services:

G-8.3.1 Respot of containers within a Government facility, supply point or vendor's plant.

G-8.3.2 Container stuffing and unstuffing including: labor employed; packing material and/or dunnage employed; preparing documentation; sealing the container; removal of packing material, dunnage and placards; and sweeping.

G-8.3.3 Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under Section G-8.2 above when performed by the Government.

G-8.3.4 Any direct costs of any fines or charges incurred by the Carrier as a result of irregularities in papers supplied by the Government.

G-8.3.5 Reserved.

G-8.3.6 Reserved.

G-8.3.7 Contaminated cargo costs including: fumigation required solely because of contaminated Government cargo, including related costs and detention; crew overtime in connection with standby security watch when required by the OO during loading and discharging; crew wages, fringe benefits and related payroll tax when ship's crew are performing longshore work in cargo operations at the request of the terminal or by custom of the port including members of the steward's department required to prepare additional meals.

G-8.3.8 Handling charges including customs and other fees, dues and/or taxes charged to the cargo; harbor and quay dues charged to cargo based on local tariffs.

G-9 OFFEROR'S PAYMENT ADDRESS

If the offeror's payment address is different than that shown by the offeror in Block 15A. of SF 33, then the offeror should include such address in the proposal.

G-10 SHIPMENTS BY AUTHORIZED AGENTS OF THE GOVERNMENT

The following provisions apply to shipments by recognized ordering authorities who are agents of the Government and authorized to use contractual rates resulting from this solicitation.

a. Parties to the contract. Parties, on the first part, include the U.S. government and its agents and authorized contractors other than the carrier(s) under this contract, including but not limited to, Code 3 Military Household Goods (MHHG) ITGBL carriers and Point to Point POV Pilot Program (PPPPP) carrier(s) (hereinafter called "the Shipper"), and, on the second part, TransAtlantic Lines LLC (the ocean carrier). The Government shall be responsible for designated ordering activities as provided at FAR 51.102(f).

b. Carrier(s) party to contracts awarded pursuant to RFP N00033-97-R-6611 will receive written advice from the ACO of those contractors authorized to ship pursuant to rates established under resulting contract award(s).

c. Booking of cargo. The Shipper agrees to offer cargo for booking upon no less than 7 working days notice prior to a scheduled intermodal point or base port departure date unless a later time is agreed upon by the parties for a particular shipment or group of shipments. For such shipments offered on a port to port basis (e.g., specific port zones) by the authorized agent, the Shipper agrees to offer cargo for booking upon no less than 3 working days notice prior to a base port departure date unless a later time is agreed upon by the parties for a particular shipment or group of shipments. Carriers shall have a maximum of 24 hours to accept an offering of cargo and notify the Shipper of such acceptance.

d. Shipping order. For Code 3 MHHG, the ITGBL carrier will prepare a shipping order substantially in the form of the clearance order/shipping order (JTMO Form 4612/1). For PPPPP shipments, the authorized agent will prepare a shipping order substantially in the form of the shipping order/clearance order (SOCO) (JTMO Form 4612/1). The shipping order shall be evidence of ownership and will constitute the contract of carriage issued to the ocean carrier.

e. Carrier load port. The ocean carrier shall provide the cognizant MTMC activity and the military activity responsible for cargo documentation at each port where containers with Government cargo are loaded with certain information in connection with containers loaded at that port. Container receipt information required at CONUS and designated overseas ports of loading, shall be provided within four hours after a container is received. For ordering activity shipments, container receipt and lift information shall be furnished to the party who ordered the container services stating the Shipping Order number rather than the TCN as used with other DTS shipments (on board ocean bill of lading acceptable.) Container lift information shall be provided within eight (8) hours after vessel departure for CONUS/overseas port. This information shall be provided by a mutually agreeable means and shall indicate as much of the following data for each container received/loaded as is available within that time:

1. Container Receipt Information (CONUS and Designated Overseas Ports of Loading)

- (a) Name of ocean carrier

- (b) Port of loading
 - (c) Date container received at port
 - (d) Carrier's container number with ALFA prefix
 - (e) Transportation Control Number (TCN)
 - (f) Seal and/or keyless lock number
2. Container Lift Information (CONUS/Overseas Ports of Loading)
- (a) Name of vessel and voyage document number
 - (b) Carrier's container number with ALFA prefix
 - (c) Transportation Control Number (TCN)
 - (d) Port of discharge
 - (e) Final destination
 - (f) General description of container contents, i.e., General Cargo - Mail/Mail Equipment - Privately Owned Vehicles (POV'S) - other Unboxed Wheeled or Tracked Vehicles - Refrigerated Cargo
 - (g) Seal and/or keyless lock number -

Note: The carrier is to notify the ACO if a seal on any container has been broken and/or replaced between the time the carrier accepted the loaded container from the Government and the time of arrival at inland destination or point of Government acceptance from the carrier with a complete report as to the circumstances and the reasons therefore.

f. Carrier discharge port. The ocean carrier shall provide the cognizant MTMC port activity with certain information in connection with containers discharged at that port. For authorized agent shipments, container discharge information shall be furnished to the authorized agent's consignee listed on the Shipping Order stating the Shipping Order number (arrival notice or similarly acceptable notice with discharge noted.) This information, which shall be provided for each container discharged as soon as practicable after discharge, but not later than one day following the commencement of drayage or line-haul, shall include the following:

Name and voyage number of vessel making delivery

Name and voyage number of original carrying vessel if transshipped

Date and time the container was discharged from the vessel

Date, time, and mode of commencement of drayage or line-haul from discharge port to inland destination, container number, and consignee.

g. Weekly lift and authorized agent shipment statistics. The Carrier agrees to provide weekly volume information to the COR for all shipments under this contract with statistics specifically segregated from overall lift. Information shall include, but is not limited to, the number of containers by origin or destination, direction and size of equipment.

h. Payment. The authorized agent shall make payment directly to the ocean carrier for services ordered under this agreement. The carrier will provide written verification of delivery to the ordering activity.

i. Detention invoices. The authorized agent ordering services from the ocean carrier is responsible for certification and payment of all container detention charges applicable in accordance with the contract.

G-11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>Clause</u>	<u>Title & Date</u>
252.201-7000	Contracting Officer's Representative (Dec 1991)

SECTION H - SPECIAL CONTRACT PROVISIONS

H-1 REFERENCES

All references in this Contract to "Master" or "Crew" or other ship's personnel shall be deemed to be references to "Carrier's Representative" except when the context precludes such reading.

H-2 CENTRAL CONTRACTOR REGISTRATION (CCR)

Department of Defense (DoD) policy will require all offerors who do business with federal agencies to be registered in the CCR to receive solicitations, awards and payments. The CCR allows Federal Government contractors to provide basic business information, capabilities and financial information one time with changes updated annually. As the single repository for contractor data, the CCR will provide worldwide visibility of sources to Government acquisition personnel and finance officers.

To register, you may obtain an application via facsimile by calling the FAX-On Demand System at 1-703-696-0504. Upon receipt, you may mail or fax the application to:

DoD
Attn: CCR Assistance Center
1700 N. Moore Street, Suite 1425
Arlington, VA 22209
Tel: 1-888-CCR-2423 or FAX: 1-703-696-0213

You may also input your application directly to the CCR through the interactive World Wide Web application at <http://www.acq.osd.mil/ec>.

All contractors conducting or planning to conduct business with the Military Traffic Management Command are required to register in the CCR as soon as possible to ensure future consideration for receipt of solicitations, awards and payments. Please note that the registration process may take approximately 30 days due to the volume of contractors registering.

H-3 LIMITATION OF GOVERNMENT LIABILITY

H-3.1 Reserved.

H-3.2 Dead Freight. The Government shall not be liable for payment of dead freight.

H-3.3 Reserved.

H-4 CARGO BOOKING POLICY

Cargo designated for shipment will be booked with the U.S. flag carrier or Icelandic shipping company providing acceptable space and a schedule that meets the delivery requirements of the cargo in such a manner that the lowest offeror under RFP N00033-97-R-6611 and the resultant Contract will carry an amount of cargo not to exceed 65 percent of the total military cargo moving between the United States and Iceland. The remainder of the military cargo will be carried by the next low offeror of the other country under RFP N00033-97-R-6611 and the resultant Contract. The lowest offeror shall not be precluded from carrying additional cargo, in excess of 65% of the military cargo, if the other carrier is unavailable for carriage. In calculating the amount of cargo to be booked with each carrier, the OO will include U.S. Department of Defense cargo shipped by the Iceland Prime Contractor (IPC) with either or both carriers, as reported by the U.S. Naval Facilities Engineering Command, Atlantic Division. Within the parameters of the foregoing, as individual lots of cargo become available for shipment, cargo will be booked by individual rate category to the low cost U.S. flag carrier or Icelandic shipping company that provides acceptable space and schedule meeting the delivery requirements of the cargo, considering all services required from point or port of origin to point or port of destination and subject to the limitations specified in this clause. The parties specifically agree that the foregoing may result in varying percentages of cargo being shipped with respect to different categories of cargo and origin to destinations pairings, but that, overall, not to exceed 65% of freight will be carried (but not necessarily 65% of freight earned) by the lowest offeror and the remainder will be carried by the next lowest offeror of the other country. The cargo allocation will be tracked on a quarterly basis beginning with Contract commencement. A quarter shall be considered a three calendar month period. However, for any period at the end of the Contract term which is less than three months, the allocation of cargo for that period shall be combined with the previous quarter. If one carrier is unavailable for all or any portion of a given quarter as a result of carrier fault and the other carrier therefore carries additional cargo during that quarter, the cargo allocated to such carrier during the current or subsequent quarters of the contract period shall not be reduced to offset the additional cargo carried during that quarter.

H-5 EXCEPTED CATEGORY CARGO

Excepted category cargoes are listed below. Pursuant to the Changes Clause (FAR 52.243-1), rates for their carriage may be negotiated by the Contracting Officer prior to booking. The Carrier shall not accept excepted category cargo for shipment unless a rate for its carriage has

been negotiated with the Contracting Officer or the Contracting Officer has issued an unpriced change order. Cargo categories not excepted below and for which specific rates do not appear in Section B, shall be carried at the applicable General Cargo rate.

- Aircraft (unboxed)

- Bulk Cargo (not packaged or containerized or in a vehicle)
- Unusual Size Cargo
- Refrigerated Cargo (CONUS Bound)

H-6 GOVERNMENT OBLIGATION

H-6.1 Volume of Cargo. A projection of cargo to move under contracts awarded pursuant to this solicitation is provided in Attachment 4. JTMO does not guarantee the completeness or accuracy of the projection, which is provided for informational purposes only.

H-6.2 Volume Commitments

a. Minimum.

1. During the term of this contract the Government agrees to tender for outbound shipments only a minimum volume of cargo for each firm annual contract period calculated at 766 FEUs of cargo on the route. Such volume shall be booked among all Carriers (in the aggregate) holding outbound contracts that maintain the accepted regularly scheduled service provided, pursuant to section L-6.3 of the solicitation over the term of the contract or any extension thereof.

2. For purposes of this contract, a shipment of cargo in a container of forty (40) foot length shall be counted as one FEU, and a shipment of cargo in a container of twenty (20) foot length shall be counted as one-half (.5) FEU. Breakbulk cargo shall be translated to an FEU equivalent by converting the manifest measure of all such cargo using a conversion of one FEU per 42 measurement tons of cargo tendered. Vehicles shall be translated to an FEU equivalent by converting the manifest measure of all such cargo using a conversion of one FEU per 23.3 measurement tons of cargo. This minimum shall not be commodity specific and may apply to one or all commodities carried by the Carrier, and shall apply to general service trade point/port pairs. Bookings which are tendered to the Carrier up to the maximum space commitment, and which are not accepted by the Carrier for any reason other than force majeure or negligence or fault of the Government, shall be counted against the minimum volume of cargo guaranteed herein.

3. In the event a Carrier holding a contract on the general service trade is unable to transport the minimum volume guaranteed on the route, the ACO reserves the right to make other arrangements to meet such requirements.

b. Maximum - During the term of this contract, the total cargo to be shipped on the general service trade route, shall not exceed the total FEU vessel capacity of all Carriers holding contracts under this Contract, and which are available to transport cargo on such point/port pairs.

c. Cessation of Funding. If, due to legislative action (or lack thereof) beyond a particular shipper's control, funding ceases to be available for DTS movement of that shipper's cargo, the shipper shall not be held liable for volume commitment liquidated damages associated with cargo shortfall during the period over which funding is unavailable. Total volume commitment will be adjusted at no cost to the Government.

H-6.3. Service Commitment.

a. Space Commitments: Carrier's space commitment shall be as stated at paragraph C-1.1.

b. Service changes.

1. The Carrier may modify its schedule to reflect permanent changes in its regularly scheduled service as offered pursuant to section L-6.3.4. of the solicitation to the extent that the Carrier remains in compliance with provisions at paragraph C-1.1.

2. The Government will consider exemption from the provisions of paragraph C-1.1 for carriers that anticipate scheduled drydocking of vessels that call the direct ports listed on the carrier's description of service. Each exception will be reviewed and determined by the PCO based on the extent to which drydocking directly affects the carrier's ability to deliver cargo and provide service on the affected route(s). Each review will be conducted independently of any other, and each determination will stand on its own without regard to establishing precedent. Carriers will provide the PCO a minimum of 120 days notice of an impending drydock. The Drydock Notice will include the vessels, the routes and port calls involved, the dates of the drydocking, the dates of the change in service, and a description of the carrier's best effort to provide the same level of service, including substitution of vessels and other affected assets. Notices submitted less than 120 days before the dry docking will not be considered. Exemptions will not alter established prices and other terms and conditions contained herein, applicable law and regulation will not be exempted, nor will provision be made for the carrier granted such exemption to recoup any cargo volume foregone over the exemption period during subsequent contract periods.

H-7 LIMITATIONS OF CARRIER'S OBLIGATION

H-7.1 Cargo Rejection. Notwithstanding any other provisions of this Contract, the Carrier shall have the right to reject explosives (other than Class 1); dry or liquid bulk cargo (i.e., not packaged, containerized or in vehicles); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

H-7.2 Unsafe Operation. The Carrier shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to

conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

H-7.3 Hazardous Cargo. The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 171 et seq. in force at the time of shipment. The Carrier shall refuse to transport hazardous cargo, either by land or by ocean, which does not conform in all aspects to these regulations and any other applicable U.S. governmental regulations. When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual line-haul/drayage charge for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.

H-7.4 Explosives. Explosives, other than small arms ammunition and other items included under Class I explosives, are excluded from the scope of this Contract and shall not be carried hereunder.

H-8 DAMAGE TO EQUIPMENT

H-8.1 Damage to Carrier Equipment. Should a container, chassis, or any other piece of Carrier equipment be damaged by act of the Government, its agents, employees, or Contractors while such Carrier equipment is in the custody of the Government, its agents, employees or Contractors, the Government shall repair or reimburse the Carrier the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Carrier. Claims submitted under this Section and Section H-8.2 below shall be filed with Commander, Military Traffic Management Command, ATTN: MTJA, 5611 Columbia Pike, Falls Church, VA 22041-5050.

H-8.2 Damage to Carrier Vessel or Vessel Equipment. Should the vessel or its equipment be damaged by act, neglect or failure of equipment of the Government, its agents, employees, or Contractors in loading or discharging the vessel, the Government shall reimburse the Carrier the reasonable costs of repairs and the Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such repairs. In the event that any damage should occur to the vessel or its equipment as a result of the joint fault of the Carrier and the Government, payment for such damage shall be apportioned pro rata in accordance with the respective degrees of fault. The Government shall not be liable for the repair of any damage under this Section unless notice specifying such damage and the name(s) of the party or parties causing such damage shall have been given to and acknowledged by the

Government or its authorized representative as soon as possible after the occurrence of such damage, or in any event before the vessel leaves the berth or anchorage where the damage occurred, and provided, further, that the Government shall not be liable for the repair of any damage under this Section if such damage is caused by a Contract of the Government unless demand first is made upon such Contractor by the Carrier and payment therefor has been refused.

H-8.3 Damage to Government Equipment. The Carrier shall be liable for loss of or damage to Government containers and chassis while in the Carrier's custody to the same extent that the Government is liable for loss or damage to the Carrier equipment while in the Government's custody. The Carrier will not procure insurance coverage on Government containers and will not be liable for any loss thereof under circumstances covered by the Carrier's war risk insurance on its own containers.

H-9 CARGO RECEIPT

Any receipt signed by or on behalf of the Master shall be without prejudice to the terms, conditions, and exceptions of this Contract, and subject to all of them. The Government fully warrants the accuracy and completeness of all papers and documents supplied by the Government to the Carrier relevant to the shipment of all cargo tendered under this Contract.

H-10 GOVERNMENT FURNISHED CONTAINERS

From time to time the Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. It is contemplated that such containers will usually be 20 foot closed top, dry ISO cargo containers, although other types and sizes of containers may be used. The Carrier will furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract and the requirements of particular Shipping Orders. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's container.

H-11 IMPROPER DOCUMENTATION

If the Government does not provide the Carrier with the correct container documentation at the time and location of Carrier acceptance, the Carrier may refuse to accept the container. If the Carrier chooses to pick-up or accept the container, the Carrier shall provide the cognizant MTMC manifesting activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift, or earlier if necessary to meet the scheduled vessel sailing. The

Government shall hold harmless the Carrier, the Master, and the vessel of and from all consequences or liabilities that may arise from any irregularity in the papers supplied by the

Government, and shall reimburse the carrier the direct cost of any fines or charges incurred as a result thereof in accordance with Section G-8.3.4 of the Contract.

H-12 FAILURE TO SPOT

H-12.1 Remedies. When the Carrier fails to spot an empty container by the designated date and time, the carrier shall be subject to liquidated damages. If, as a result of that failure, there is not reasonable time to allow stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable either for the payment of liquidated damages or for the reimbursement of expenses incurred by the Government to obtain alternate transportation of the container. The Government shall also be entitled to cancel the booking of such cargo.

H-12.2 Liquidated Damages. Liquidated damages for failure to spot shall be equal to the detention charges (Attachment 5) for each 24-hour period, or part thereof, from the time and date for spotting until the container is spotted or a new spotting date and time are agreed upon by the OO. Further, if the failure to spot does not allow for Government stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, liquidated damages equal to detention charges (Attachment 5) for each 24-hour period, or part thereof, will apply from the completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the Carrier's next scheduled vessel to the port of destination to which the container was booked. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

H-12.3 Alternate Transportation. If the Government elects to employ alternate intermodal transportation to move the container to another port, the Carrier shall be liable for any expenses or costs incurred by the Government above the expenses that normally would have been incurred had the container been furnished by the designated time and date.

H-12.4 Government Responsibility for Failure. Neither liquidated damages nor charges for Government expenses will be assessed if the Carrier can establish: 1) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Carrier within a reasonable time to meet the required spotting date; 2) that it advised the OO of such inability at least seven days prior to the required spotting date; and 3) that the Carrier only accepted bookings which could reasonably be expected to be fulfilled.

H-13 DELAY IN SPOTTING

When the Carrier fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Carrier shall be liable for payment of liquidated damages equal to the total overtime expense incurred by the Government.

H-14 OVERWEIGHT CONTAINERS

H-14.1 Notification. At the time of booking, the Carrier shall notify the Contracting Officer if the maximum cargo weight which can be loaded into a container which is to be stuffed by the Government is less than the standard maximum cargo weight capacity for the container, and the reason therefor. Containers on which such restrictions are imposed shall not be utilized under this Contract if acceptable containers are available for the required service from any other Carrier which does not impose a restriction.

H-14.2 Cost Liabilities. If the Government stuffs a container with cargo weighing in excess of the container's standard maximum weight carrying capacity or in excess of any lesser weight of which it has been given notice under Section H-14.1, it shall remove, or pay the expense of removing the excess of cargo, reimburse any fines or penalties exacted of the Carrier in moving or handling the excess weight of cargo. All fees or other costs incident to weighing containers shall be the responsibility of the Carrier.

H-14.3 Carriage of Overweight Containers. The Carrier shall not refuse to carry a container between a CONUS port and NAS Keflavik that weighs in excess of the local maximum weight allowed by U.S. Federal, state, or local governments if the container can be discharged from the vessel and the excess weight of cargo can be removed or a permit obtained allowing such excess weight without violation of the applicable law, regulation, or ruling that established the maximum weight.

H-15 GOVERNMENT FAILURE TO TIMELY RELEASE CONTAINERS

H-15.1 Occurrence. When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked, thereby precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

H-15.2 Load on the Next Vessel. The Government may allow the Carrier to load the container on the next vessel scheduled to the booked port of debarkation and pay the Carrier detention charges (set forth in Attachment 5) from the time of completion of loading of the vessel to which the container was originally booked to the time of the commencement of loading of the Carrier's next scheduled vessel to NAS Keflavik.

H-15.3 Move to Another Place for Shipping. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs of such movement. The Government shall return the container to the Carrier at the port of

debarkation and shall pay the Carrier the applicable equipment leasing rate set forth in Section H-44 during the time it is in possession of the Government.

H-15.4 Unstuff the Container. The Government may order the Carrier to move the container to another place for unstuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in Attachment 5, between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

H-16 CARRIER FAILURE TO LOAD CONTAINERS

H-16.1 Occurrence. When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

H-16.2 Load on the Next Vessel. The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation and hold the Carrier liable for liquidated damages equal to detention charges from time of completion of loading of the vessel to which the container was originally booked to the time of completion of loading of the Carrier's next scheduled vessel to the point of debarkation which the container is booked.

H-16.3 Move to Another Shipping Place. The Government may order the Carrier to move the container to another place, including another Carrier's terminal, and the Carrier shall bear all cost of such movement. The Government shall return the container to the Carrier at the port of debarkation. The Carrier shall be liable for liquidated damages equal to detention charges commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the vessel on which the container is loaded sails. The Carrier shall also be liable for freight, and any other expenses, paid by the Government for movement of the container over that freight which would have been paid to the Carrier if it had been loaded as originally booked.

H-16.4 Return the Cargo. The Government may elect to return the cargo, in which case the Carrier shall move the container to a place designated by the OO for unstuffing and bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container. The Carrier shall be liable for liquidated damages in an amount equal to detention charges, commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the Contracting Officer notifies the Carrier of this course of action.

H-17 NO FAULT FAILURE TO MEET SAILING

H-17.1 Occurrence. If a container stuffed with cargo misses the sailing for which it is scheduled due to no fault of the Government or the Carrier, the Government shall have the remedies set forth below.

H-17.2 Load on the Next Vessel. The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation. The Government shall pay only for freight and usual charges.

H-17.3 Move to Another Shipping Place. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs for such movement, and shall return the container to the Carrier at the port of debarkation.

H-17.4 Return the Cargo. If the Government elects to order the return of the cargo, the Carrier shall move the container to a place designated by the OO for unstuffing. The Government shall bear all costs of such movement.

H-18 DELAY OF SCHEDULED SAILING

H-18.1 Occurrence. If the scheduled sailing to which container cargo is booked is delayed, through no fault or failure of the Carrier, more than 96 hours (48 hours for container stuffed with refrigerated or perishable cargo) beyond either the departure time scheduled when the container was ordered, or the time the stuffed container arrived at the Carrier's terminal, whichever is later, the Government shall have the alternatives set forth below.

H-18.2 Container Release. The Government may allow the container to move on the delayed sailing.

H-18.3 Move to Another Shipping Place. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government will bear all

costs for such movement, including removal of the container from the vessel, if applicable, and placement on a chassis. The Government shall return the container to the Carrier at the port of debarkation.

H-18.4 Return the Cargo. If the Government elects to order the return of the cargo, the Carrier shall move the container to another place designated by the OO for unstuffing. The Government shall bear all costs of such movement, including removal of the container from the vessel, if applicable.

H-19 STORAGE CHARGES

When the Carrier fails to pick-up a container from the Government facility within the time period specified in Section C-2.3, the Carrier shall be liable for payment of storage charges computed at

the detention rates for each 24-hour period, or part thereof, from expiration of the time described in Section C-2.3.

H-20 COMMENCEMENT AND TIME STANDARD OF DELIVERY TRANSPORTATION

When the Carrier fails to commence inland delivery within the specified time period or comply with the time standard of inland delivery transit, the Carrier shall be liable for payment of liquidated damages, computed at the rates for detention charges for each 24-hour period, or part thereof, in excess of the time periods specified in Section C-2.6, excluding time lost due to delay in commencing delivery pursuant to a request by the OO, labor disturbances, or fault or failure of the Government.

H-21 TRANSSHIPMENT OR RELAY

H-21.1 Policy. The Carrier shall not transship or relay cargo, containerized or breakbulk, unless it has received written permission to do so from the OO at the time of booking. The Carrier's request for permission shall include notice of the extent to which it will transship or relay the container between vessels (whether its own or other Carriers') and of the flag of the vessels involved. Transshipped or relayed containers shall be loaded aboard the first available vessel sailing from the port of transshipment or relay. The Carrier shall immediately notify the MTMC representatives at the ports of loading, transshipment or relay, and destination of the name of the vessel and/or Carrier and estimate time of arrival at destination.

H-21.2 Notification of Arrival. When delivery of cargo is made by a transshipment or relay vessel, the Carrier will notify the OO of the impending arrival of the cargo at the port of final destination, and will include in such notification, the name, estimated time of arrival, and flag or registry of the ship in which it will arrive; the Carrier's name, the ship and voyage document number to which the cargo was originally manifested; the container number, if applicable; and the names and flags of registry of any other ship utilized for intermediate transshipment or relay.

H-22 DIVERSION FOR THE CONVENIENCE OF THE GOVERNMENT

Upon written direction by the Contracting Officer, the Carrier may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are quoted in Section B. The written direction shall reflect the special routing or diversion and state the agreed additional freight, if any, to be paid by the Government for such special routing or diversion.

H-23 TRANSFER OF CONTAINERIZED CARGO

The Carrier shall not transfer or transload cargo from one container to another without the authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Carrier shall immediately so notify the MTMC activities having cognizance over the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container, and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, freight shall be based upon the cubic capacity of the original container.

H-24 GOVERNMENT DRAYAGE/LINE-HAUL

If the booking terms require delivery of the container to the Government at the Carrier's terminal at the port of discharge, the Carrier's obligation under this Contract shall terminate at the time the container with chassis is hooked to the Government tractor or at 0001 hours after the container has been discharged from the vessel, placed on a chassis, cleared for line-haul or drayage by all applicable agencies of the local Government, including Customs, and the OO has been notified that the container is ready for line-haul or drayage, whichever occurs first.

H-25 TIME

H-25.1 Free Time Allowed. The total amount of free time in Iceland will be fifteen calendar days. The total amount of free time in CONUS will be ten calendar days.

H-25.2 Commencement of Free Time. Time shall commence to run at 0800 hours local time after the container is physically tendered for delivery.

H-25.3 Running of Time. Time shall run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall run during the period of delay prior to commencement of inland delivery when such delay is requested by the Government.

H-25.4 No Running of Time. Time shall not run during any period containers are held due to local labor disturbances.

H-25.5 Cessation of Time. Time shall cease to run at 2400 hours on the day the Carrier is notified that the container is released or when the container is returned to the Carrier, whichever is earlier.

H-25.6 Delivery at Carrier's Terminal. When the OO elects to take delivery of containers at the Carrier's Terminal at the port of discharge, time shall start to run when the container with trailer is hooked to the Government tractor.

H-25.7 Refrigerated Containers. The Carrier is responsible for ensuring that there is enough fuel to sustain refrigerated containers during the free time allowed under this agreement. This fuel shall be provided at the Carrier's expense.

H-26 DETENTION

H-26.1 General. In the event the Government holds the Carrier's container longer than the free time allowed, the Government shall pay detention charges as set forth below.

H-26.2 Computation of Detention. Detention charges will be paid at the rates set forth in Attachment 5 for each 24 hour period of time, or part thereof, beyond the total allowed free time that the containers are held by the Government. No detention charge will be incurred for time spent in stuffing containers. Rates are expressed in dollars and cents and apply for containers with or without chassis.

H-26.3 Refrigerated Containers. When Government caused delay of a refrigerated container results in payment of detention, the Carrier shall be reimbursed for fuel consumed during the detention period. The compensation payable by the Government will be at the Carrier's actual cost including labor and materials.

H-26.4 Detention Invoices. Detention invoices must be submitted to the COR's representative designated to Certify such invoices no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

H-26.5 Chassis Detention. When Government owned or leased chassis are not provided for carriage of Government owned or leased containers, and the carrier must furnish its own chassis the carrier's chassis will be subject to the same detention and free time provisions as prescribed in Sections H-25 and H-26. When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified in Attachment 5.

H-27 USE OF GOVERNMENT TERMINALS

The Carrier shall pay the Government, represented by the agency operating the terminal, for any services or materials provided in accordance with the rates, terms, and conditions established by that agency if the Carrier utilizes a Government terminal to provide any services under this Contract.

H-28 SHIFTING DOCKS

Within a vessel's port of call, the OO may require the vessel to call at, or shift to a particular dock wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which, in the judgment of the Master, the vessel may lie safely aground, and to and from which the vessel may safely proceed when the aggregate of the cargo to be loaded or of the cargo to be discharged at such location is 300 measurement tons or more. If the OO orders such a call or shift and less than 300 measurement tons of cargo are loaded or discharged, the direct costs of such shift shall be reimbursed by the Government. The calculation of measurement tons shall be 20.3 measurement tons for each TEU if the cargo is containerized and the actual manifest measure of any breakbulk cargo. Nothing herein shall be construed as a warranty by the Government of berth, or approaches thereto, at facilities owned or operated by or for the Carrier or at other commercial facilities normally utilized by ships of the size as the Carrier's vessel to load and discharge cargo.

H-29 CUSTOM OF THE TRADE

Wherever the standard of performance by either party is not provided under the provisions of this Contract, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the trucking, rail and marine shipping industries providing transportation services in the geographic trade covered by this Contract.

H-30 CUSTOM OF THE PORT

Wherever the "Custom of the Port" is the standard of performance by either party under the provisions of this Contract, that phrase shall mean the established practice of common carrier operations at commercial facilities in the particular port for ships of the same size and type as the carrier's vessel and with regard to mail or cargo of the same general specifications or characteristics. Where the carrier calls at a port or terminal in which no common carrier service is available, the term shall mean the "Custom of the Port" as defined above, but as established in the port of approximately the same general ocean shipping capabilities nearest to the port or place of call and located within the same political jurisdictions; except that if there is no such comparable commercial port which may be used as a standard for the Government facility, the established practices of the Government for similar operations of its own dry cargo ships at such facility shall establish the "Custom of the Port."

H-31 SECURITY

If the Government notifies the Carrier that the employment or the continued employment of the Master or any member of the crew is prejudicial to the interests or endangers the security of the

United States of America, the Carrier shall make any changes necessary in the appointment(s). Any costs to the Carrier occasioned by such changes shall be reimbursed by the Government.

H-32 SAFETY IN LOADING AND DISCHARGING OF CARGO

The Carrier shall comply with all applicable provisions of Public Law 91-596, 84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. seq.) and with the standards promulgated thereunder by the Secretary of Labor for

Safety in loading and discharging of cargo. **Note:** The OSHA responsibility of Department of Defense Contractors is set forth in Defense Acquisition Circular 76-1 (30 Aug 1976), Item XXIII.

H-33 POSITION REPORTS

When specifically requested by the ACO or COR, the Carrier shall furnish the Government with the daily noon position of vessels serving this Contract.

H-34 SUBSTITUTION

If the Carrier wishes to materially change its service or to substitute another vessel or other equipment for the vessel or equipment initially offered for service, the Carrier must submit to the Contracting Officer a written request detailing such change and the impact on the service provided. The Carrier shall not implement such a change without the written consent of the Contracting Officer.

H-35 WAR RISK

H-35.1 Reimbursement.

H-35.1.1 Normal Port Calls. In the event it is necessary for the vessel's owners to pay premiums to extend the coverage of crew, hull and machinery, and protection and indemnity insurance and insurance covering the loss and damage of containers while aboard the vessel to include war risks in excess of premiums on such war risk coverage on the date the Carrier's rates were submitted under this Contract, or to pay crew war risk bonuses as a result of the vessel entering a war risk area, the Government shall reimburse the Carrier for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of the Department of Defense which is loaded or discharged at ports within the war risk area and the total cargo aboard the vessel which is loaded or discharged at ports within the war risk area.

H-35.1.2 Government Requested Port Calls. If Carrier is ordered to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where she might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for the Carrier not to prosecute said instructions if insurance against said risks is then available commercially or under a Government program. In the event of the existence of said risks, the Government shall reimburse the Carrier for all such

excess premium and bonus payments and for the extra cost of cargo war risk insurance premiums on commercial cargo aboard the vessel at the time of entry into the war risk area.

H-35.1.3 Government Provided Insurance. If commercial marine, war risk, and liability is not available or if marine, war risk, and liability insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282 - 1285, is available at a lesser rate, the Contracting Officer reserves the right to require Carriers to obtain the necessary marine, war risk, and liability insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his authorized designee, is authorized to provide and does provide indemnification to the

Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 APP. U.S.C 1285, for marine, war risk, and liability coverage without premium, the Contracting Officer reserves the right to require the Carrier to obtain such insurance from the Department of Transportation and no premiums as set forth in paragraphs a.(1) and (2) above will be paid to the Carrier.

H-35.2 Container Loss or Damage. The Government shall reimburse the Carrier against loss of or damage to a container in accordance with Section H-8 and as set forth below.

H-35.2.1 Causes. The Government shall reimburse the Carrier for loss or damage that is caused by capture, seizure, arrest, restraint or detainment, hostilities or warlike operations whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection, civil strife, or civil commotion.

H-35.2.2 Location When Damaged. The Government shall reimburse the Carrier for loss or damage that occurs when the container is not aboard the vessel, but is located within the war risk area and is (a) in the Government's custody or (b) not in the Government's custody but either stuffed with cargo shipped under this Contract or emptied of such cargo and being transported between a place of initial stuffing or final unstuffing and the Carrier's nearest terminal, or other places not further distant than such terminal, and waiting at such terminal to be loaded in the first of the Carrier's vessels to call.

H-35.2.3 Not Otherwise Covered. The Government shall reimburse the Carrier for loss or damage to the extent that it is not covered by insurance as set forth in Section H-8.

H-35.3 Limitation of Government Liability. No payments shall be due from the Government under this clause unless and until the Carrier shall also assess such costs against commercial cargo loaded or discharged in the war risk areas.

H-35.4 Government as Additional Assured. The Carrier agrees to add the United States Government as an additional assured with waiver of subrogation on its war risk policy obtained by the Carrier and for which the Government has agreed to reimburse the extra premium under this section.

H-36 APPLICATION OF COGSA

H-36.1 Incorporation. The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300-1315 is incorporated into this Contract and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the Carrier or as to the period within which claim therefor shall be made or suit instituted.

H-36.2 Liability. For the purpose of interpreting Section 4 of COGSA "Limitation of Liability," the limitation of liability in the case of breakbulk cargo shall be \$500 per measurement ton. For cargo in containers the \$500 limitation of liability shall apply to each package and for cargo not in packages to each measurement ton of cargo within the container. The carriage of cargo under any Shipping Order issued pursuant to this Contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of COGSA; and nothing in this Contract is intended to relieve the Carrier or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault, or failure in the duties and obligations provided by COGSA or to lessen such liability otherwise than as provided therein. The Carrier shall be liable as a common Carrier by land for any loss between any inland origin and the vessel's side and between the vessel's side and any inland destination.

H-37 SCOPE OF VOYAGE (LIBERTIES)

H-37.1 Determination of the Master. In any situation, which in the judgment of the Master of the vessel is likely to give rise to capture, seizure, detention, damage, delay, or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging, or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge, or reaching or attempting to reach the usual place of

discharge therein, or attempting to discharge the Government's goods may, upon prior notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or the Master may proceed or return, directly or indirectly, to or stop at any place whatsoever as the Master or the Carrier may consider safe and advisable under the circumstances. Notification to the Contracting Officer shall include, but not limited to the planned port of discharge of the cargo and any measures planned to protect the cargo. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the Carrier shall comply with the Contracting Officer's direction to the Carrier to divert the cargo to a port of the Government's choice and to make any other arrangements necessary to protect the Government's interest. In any event, the Carrier shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent. The vessel may carry munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

H-37.2 Compensation. For any service rendered herein upon prior notice to and with the approval of the Government, the Carrier may be entitled to an equitable adjustment to be agreed upon by the Carrier and the Contracting Officer. In no case shall the Carrier be entitled to any extra compensation for any services rendered without prior notice to and with the approval of the Government, and in no such case shall freights be payable until the goods are delivered to the named destination on the Shipping Order.

H-37.3 Compliance with Governmental Direction. The Carrier, the Master, and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the Contract voyage.

H-38 EXCEPTION

Acts of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose saving life and property, to tow or to be towed, to sail with or without pilots, to adjust compasses and/or radio equipment, to call at any port for repairs, or to go into dry dock or into ways with or without cargo on board.

H-39 STRIKES

H-39.1 General. Except as provided below, neither the Government nor the Carrier shall be responsible for the consequences of a strike or lockout preventing or delaying the fulfillment of any obligation under this Contract.

H-39.2 Loading Port. In the event the vessel or loading of the vessel is delayed by reason of strike or stoppage of work, the Carrier reserves the right to delay or cancel the voyage, or to dispatch the vessel with such cargo as may then be on board. If part of the Government's cargo has already been loaded and the Carrier is not prevented from the dispatch of its vessel by reason of the strike or stoppage, then the Carrier must carry it to the port of discharge and the freight payable shall be on the loaded quantity of cargo only, unless contrary instructions are given by the Government.

H-39.3 Discharge Port. In the event the vessel or discharge of the vessel is delayed by reason of strikes, lockouts, or stoppage of work, the Carrier reserves the right to keep the vessel waiting until such strike or lockout is at an end and discharge the cargo still on board or with the approval of the Government to proceed to an alternate safe port of discharge where the vessel can safely discharge. All conditions of this Contract and the shipping order issued hereunder shall apply to delivery of the cargo at such alternate port, and the Carrier shall receive the same freight as if the cargo had been discharged at the original port of destination. If the Carrier shall deliver the cargo to an alternate port of destination without the approval of the Government, the Carrier shall only earn freight upon delivery at the named port of destination, and shall not be entitled to any compensation or reimbursement for additional costs incurred by reason of that deviation to an alternate port.

H-40 AMENDED JASON CLAUSE

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, Contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if such salving vessel or vessels belonged to strangers.

H-41 GENERAL AVERAGE

General Average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended to the date of this Contract, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for

damage to cargo claimed shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

H-42 LIENS

H-42.1 Seizure of Cargo. The Carrier agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this Contract. The Carrier further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The Carrier

agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

H-42.2 Freight. There shall be no liens, asserted or permitted on any freights payable by the Government under this Contract. The Carrier agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

H-43 EQUIPMENT INTERCHANGE

The Government may require that a loaded container belonging to one Carrier be lifted by another Carrier. If so directed by the COR, in writing, the Carrier to whom the container belongs will freely interchange the container to another Carrier designated by the COR to lift the container. Any interchange agreements required are to be negotiated between the two Carriers.

H-44 EQUIPMENT LEASING

The OO may request and the Carrier shall furnish container and chassis and in the case of non self-sustaining refrigerated containers also a generator set, for use in connection with land and ocean transportation of government cargo. The Carrier shall be paid at the equipment leasing rate set forth in the table below. Equipment so leased may be transported aboard any vessel designated by the Government and may be transported inland by any means available to the

Government. Unless otherwise agreed, containers and chassis leased by the Government shall be returned by the Government to the place where such equipment was originally received from the Carrier. A shipping order will be issued by the OO to reflect each lease of containers and chassis. The shipping order shall set forth the number, size and appropriate identification information of containers and/or chassis, estimated duration of lease and place of return. The Carrier shall be paid for each 24 hour period or part thereof, Saturdays, Sundays, and holidays included, for the

period between the time the equipment is received or ordered from the Carrier, whichever is later, until the time the equipment is returned to the Carrier.

Leasing Rates

<u>Dry Cargo Container</u>	<u>Per Day</u>
1. Includes closed containers, open top containers, and flat racks	
20 Feet and Over	\$ 4.50
40 Feet and Over	\$ 6.00
2. <u>Refrigerated Containers</u>	
20 Feet and Over	\$25.00
40 Feet and Over	\$35.00
3. <u>Chassis</u>	
20 Feet and Over	\$ 5.00
40 Feet and Over	\$ 6.00
4. <u>Tank Containers</u>	
20 Feet and Over	\$20.00
40 Feet and Over	\$25.00

SECTION I - CONTRACT CLAUSES

I-1 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued for sailings from 01 November 1998 through 31 October 2000 or, if the First Option is exercised, through 31 October 2001, or if the Second Option is exercised, through 31 October 2002, and if the Third Option is exercised, through 31 October 2003.

(b) All delivery orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order and this Contract, the Contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Note: The ACO may issue orders orally or by facsimile.

I-2 ORDER LIMITATIONS (FAR 52.216-19) (Oct 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this Contract in an amount of less than \$1.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.

(b) **Maximum order.** The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000 ;

(2) Any order for a combination of items in excess of \$10,000,000 ; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements Contract (i.e., includes the Requirements clause at subsection 52.216-21 of the FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless the order (or orders) is returned

to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-3 INDEFINITE QUANTITY. FAR 52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) days from the end of the contract period, 30 April 2000 (unless the option periods are exercised and the end of the contract period will be that for which the option is effective).

I-4 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) (FAR 52.217-9)

I-4.1 Extension. The Government may extend the term of this Contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to the extension.

I-4.2 Provision. If the Government exercises this option, the extended Contract shall be considered to include this option provision.

I-4.3 Duration. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-5 CLAUSES INCORPORATED BY REFERENCE (JUN 88) (FAR 52.252-02)

This Contract incorporates one or more of the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>CLAUSE TITLE AND DATE</u>	<u>REFERENCE</u>
DEFINITIONS (Oct 1995)	FAR 52.202-1
GRATUITIES (APR 1984)	FAR 52.203-3
COVENANT AGAINST CONTINGENT FEES (APR 1984)	FAR 52.203-5
RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	FAR 52.203-6
ANTI-KICKBACK PROCEDURES (JUL 1995)	FAR 52.203-7
CANCELLATION RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	FAR 52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	FAR 52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)	FAR 52.203-12
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)	FAR 52.204-4
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)	FAR 52.209-6
AUDIT AND RECORDS - NEGOTIATION (AUG 1996)	FAR 52.215-2
ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)	FAR 52.215-8
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)	FAR 52.215-10

SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	FAR 52.215-12
INTEGRITY OF UNIT PRICES (OCT 1997)	FAR 52.215-14
NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	FAR 52-215-19
SINGLE OR MULTIPLE AWARDS. (OCT 1995)	FAR 52.216-27
OPTION TO EXTEND SERVICES (AUG 1989)	FAR 52.217-8
UTILIZATION OF SMALL, AND SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS CONCERNS (JUN 1997)	FAR 52.219-8
SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (AUG 1996)	FAR 52.219-9
LIQUIDATED DAMAGES -SUBCONTRACTING PLAN (OCT 1995)	FAR 52.219-16
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	FAR 52.222-1
CONVICT LABOR (AUG 1996)	FAR 52.222-3
EQUAL OPPORTUNITY (APR 1984)	FAR 52.222-26
EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)	FAR 52.222-28
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)	FAR 52.222-35
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)	FAR 52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)	FAR 52.222-37
CLEAN AIR AND WATER (APR 1984)	FAR 52.223-2
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)	FAR 52.223-3
DRUG FREE WORKPLACE (JAN 1997)	FAR 52.223-6

REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	FAR 52.223-12
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)	FAR 52.223-14
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)	FAR 52.225-11
UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)	FAR 52.226-1
AUTHORIZATION AND CONSENT (JUL 1995)	FAR 52.227-1
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)	FAR 52.227-2
FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)	FAR 52.229-3
TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)	FAR 52.229-6
COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (APR 1996)	FAR 52.230-1
COST ACCOUNTING STANDARDS (APR 1996)	FAR 52.230-2
DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1996)	FAR 52.230-3
ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)	FAR 52.230-6
PAYMENT UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION - RELATED SERVICES CONTRACTS (APR 1984)	FAR 52.232-4
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)	FAR 52.232-8
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	FAR 52.232-9
EXTRAS (APR 1984)	FAR 52.232-11
INTEREST (JUN 1996)	FAR 52.232-17

ASSIGNMENT OF CLAIMS (JAN 1986)	FAR 52.232-23
PROMPT PAYMENT (JUN 1997)	FAR 52.232-25
OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)	FAR 52.232-34
DISPUTES ALTERNATE I (OCT 1995)	FAR 52.233-1
PROTEST AFTER AWARD (AUG 1996)	FAR 52.233-3
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)	FAR 52.237-2
CONTINUITY OF SERVICES (JAN 1991)	FAR 52.237-3
BANKRUPTCY (JUL 1995)	FAR 52.242-13
CHANGES - FIXED PRICE (ALTERNATE IV) (AUG 1987)	FAR 52.243-1
SUBCONTRACTS FIXED-PRICE CONTRACTS (OCT 1997)	FAR 52.244-1
COMPETITION IN SUBCONTRACTING (DEC 1996)	FAR 52.244-5
SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL COMPONENTS (OCT 1995)	FAR 52.244-6
GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)	FAR 52.245-2
LIMITATION OF LIABILITY-SERVICES (FEB 1997)	FAR 52.246-25
FAMILIARIZATION WITH CONDITIONS (APR 1984)	FAR 52.247-05
ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED (APR 1984)	FAR 52.247-08
SUPERVISOR, LABOR OR MATERIALS (APR 1984)	FAR 52.247-12
CHARGES (APR 1984)	FAR 52.247-17
CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR	

PROPERTY DAMAGE FAR 52.247-21

PREFERENCE FOR PRIVATELY OWNED U.S. FLAG
COMMERCIAL VESSELS (JUN 1997) FAR 52.247-64*

***NOTE:** Although this clause sets forth a preference for privately owned U.S. Flag commercial vessels, the Treaty between Iceland and the U.S., dated 24 September 1986, takes precedence. Therefore, this solicitation could result in an award of 65% of U.S. Government cargo to an Icelandic company.

TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (FIXED-PRICE) (SEP 1996) FAR 52.249-2

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
(ALTERNATE I) (APR 1984) FAR 52.249-8

DFARS CLAUSES

SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) DFARS 252.203-7001

DISPLAY OF DOD HOTLINE POSTER (DEC 1991) DFARS 252-203-7002

CONTROL OF GOVERNMENT PERSONNEL WORK
PRODUCT (APR 1992) DFARS 252.204-7003

PROVISION OF INFORMATION TO COOPERATIVE
AGREEMENT HOLDERS (DEC 1991) DFARS 252.205-7000

REPORTING OF COMMERCIAL TRANSACTIONS WITH
THE GOVERNMENT OF A TERRORIST COUNTRY
SEP 1994) DFARS 252.209-7004

PRICING ADJUSTMENTS (DEC 1991) DFARS 252.215-7000

SMALL, SMALL DISADVANTAGED
AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD
CONTRACTS (APR 1996) DFARS 252.219-7003

INCENTIVE FOR SUBCONTRACTING WITH SMALL
BUSINESSES, SMALL DISADVANTAGED
BUSINESSES, HISTORICALLY BLACK COLLEGES
AND UNIVERSITIES, AND MINORITY INSTITUTIONS
(NOV 1995) DFARS 252.219-7005

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1997)	DFARS 252.219-7006
SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)	DFARS 252.223-7002
CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)	DFARS 252.223-7003
DRUG-FREE WORK FORCE (SEP 1988)	DFARS 252.223-7004
PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)	DFARS 252.223-7006
SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)	DFARS 252.225-7031
SUPPLEMENTAL COST PRINCIPLES (DEC 1991)	DFARS 252.231-7000
REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)	DFARS 252.232-7006
POSTAWARD CONFERENCE (DEC 1991)	DFARS 252.242-7000
PRICING OF CONTRACT MODIFICATIONS (DEC 1991)	DFARS 252.243-7001

SECTION J - LIST OF ATTACHMENTS

J-1 CONTRACT ATTACHMENTS

Attachment (1) - Definitions/Abbreviations

Attachment (2) - Clearance Order/Shipping Order (Form 4612/1)

Attachment (3) - Average Container/Chassis Internal Cubic Capacities

Attachment (4) - Cargo Tonnage Projection

Attachment (5) - Container Detention Charges

Attachment (6) - Performance Requirements Summary

Attachment (7) - Standard Billing Instructions (Form 4280/5)

Attachment (8) - Contractor Performance Report

ATTACHMENT 1- DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning as set forth below:

ADMINISTRATIVE CONTRACTING OFFICER (ACO) - Is a warranted contracting officer who is responsible for, but not limited to the following: appoints and trains the contracting officer representative (COR), issues administrative modifications, analyzes contractor claims, evaluates the contractor's performance, and provides reports on the contractor's performance to the PCO. The ACO is located at HQ, Military Traffic Management Command, **ATTN: MTTM-C, Room 107, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, (703) 681-5633 or FAX (703) 681-6146, or DDN CrimK@baileys-emh5.army.mil.**

AGREEMENT - See "Contract".

AIRCRAFT, UNBOXED - Includes all vehicles designed primarily for flight, unboxed and completely or partially set up own wheels, pontoons, runners or special cradles.

BAGGED CARGO - Bagged cargo is defined as any commingling, homogeneous material shipped in cloth, paper or plastic sacks or bags. Such material may consist of, but is not limited to, dry chemicals, coal, ore, fertilizer, cement, charcoal, coke, mortar, salt, grains, coffee, sugar, peanuts and fruits and vegetables not requiring refrigeration.

BERTH TERM - See "Liner Terms".

BOATS - Includes all craft in excess of 35 feet in length assigned exclusively for use on or under water and may or may not include a cradle for stowage.

BREAKBULK CARGO - Cargo that is not containerized.

BULK CARGO - Dry or Liquid Cargo which is not subject to mark or count, shipped in fluid or loose state and not packaged for ocean carriage in any manner, such as grain, ore, coal, chemicals, oil, liquid latex, etc.

CAR CARRIER - A trailer/container of open framework designed for carriage of automobiles or other unboxed vehicles.

CARGO NOS - Cargo not otherwise specified i.e., all dry cargo other than reefer and vehicles. Dry cargo refers to mixed or straight loads of the commodities listed in Military Standard Transportation and Movement Procedures (MILSTAMP).

CARGO TRAILER - See "Van".

CARGO UNIT - Two or more pieces of cargo received by Carrier at the same time which has the same consignor and consignee.

ATTACHMENT 1- DEFINITIONS

CARRIER - Any Carrier awarded a Contract pursuant to the solicitation, including its agents and subcontractors. The term "Carrier" is used interchangeably with the term "Contractor."

CHASSIS - A platform equipped with running gear and front end support on which a container is placed for transport.

COMMERCIAL ZONE - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR Part 1048, on the date service is provided by the Carrier.

CONSOLIDATION - Practice of consolidating many less-than-container load cargo in order to make container load movements.

CONTAINER - A cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, dry enclosed, refrigerated, van, tank, nonweatherproof, open top, car Carrier, high cube, and flatracks or platforms.

CONTAINER DETENTION - Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in unstuffing of containers at destination when total delay exceeds total free-time allowed.

CONTAINERIZABLE CARGO - Containerizable Cargo is defined as all cargo which can be physically loaded in or on a container.

CONTRACTING OFFICER - A Contracting Officer within the scope of that definition in Federal Acquisition Regulation 52-202-1, who has been appointed or designated as such by the Commander, Military Sealift Command. (See Procurement Contracting Officer)

CONTRACTING OFFICER REPRESENTATIVE (COR) - Appointed in writing by the ACO with a copy provided to the carriers. Responsible for, but not limited to, the following: designates Quality Assurance Evaluators, monitors the contractor's performance in accordance with the Quality Assurance Surveillance Program, ensures contractor's compliance with reporting requirements, provides data for government reports, verifies/certifies invoices and reviews contractor's claims.

CONTRACT - This document which contains the Contractual terms pursuant to which a Carrier agrees to accomplish transportation of such lawful cargo as may be tendered by the Government.

CONTRACTOR - See "Carrier".

CONTINENTAL UNITED STATES (CONUS) - Forty-eight contiguous states of the United States of America.

ATTACHMENT 1- DEFINITIONS

DAYS - Shall mean calendar days unless specified otherwise.

DEAD FREIGHT - Liability to pay for space booked but not used.

DECK CARGO - Includes all cargo stowed in open spaces on deck except Hazardous Cargo which, in accordance with U.S. Coast Guard rules, must be stowed on deck.

DETENTION - Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time (See also container detention).

DISCHARGING - The physical movement of cargo/container from the place of stowage on board a vessel to the pier.

DIVERSION - To change the booked destination of a loaded container after transit has commenced, but before the container has commenced final drayage/linehaul from the port of discharge.

DRAYAGE - The movement of cargo/container between the Carrier's terminal at the port where the cargo/container is loaded to or discharged from the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten mile radius of that city's limits, by means other than the Carrier's principal vessels, such as by highway or railway.

DRY CONTAINER - A completely enclosed weatherproof container.

EXPLOSIVES - Includes all military explosives (ICC Classes A, B, and C) and military lethal chemicals included within classes II through XI, Title 46, Code of Federal Regulations, Section 146.29-100 (Coast Guard Pamphlet No. 108) for which a permit for handling is required by Title 46, Code of Federal Regulations, Section 146.29-100. This category shall not include small arms ammunition and other items included in Class I of the aforementioned publication.

FLATCAR - A railroad car without weatherproof sides or top.

FLATRACK (PLATFORM) CONTAINER - A container without weatherproof sides and/or top. Includes platforms and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

FREE-IN-OUT - Loading and discharging services are to be performed by the Government.

FUTILE EFFORT - The good faith effort of a Carrier to accept cargo which is futile due to fault of the Government. Does not include the instance in which the Carrier spots a container for a particular booking which does not materialize, but is able to utilize the spotted container for another booking without returning the container to its place of origin.

GENERAL CARGO - All dry cargo other than refrigerated cargo and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the Military Standard

ATTACHMENT 1- DEFINITIONS

Transportation and Movement Procedures including hazardous cargo and Class I lethal chemicals (See “Explosives” in this attachment for the reference citing the classes of lethal chemicals).

GOVERNMENT - The United States Government, its agents and Contractors, party to this Contract, and the consignees, their agents and Contractors unless used in a context to refer to another government such as a foreign or local government. Does not include Contractors party to this Contract. Ordering activities authorized under this Contract are included.

GOVERNMENT TRACTOR - A tractor used by the Government to transport the Contractor's containers placed on chassis or over-the-road trailers.

HAZARDOUS CARGO - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

INOPERABLE - Not capable of being operated.

LINEHAUL - The movement of a container between the Carrier's terminal at the port where the container is loaded to or discharged from the vessel and another place outside the commercial zone or modified zone of that United States port city or beyond a ten mile radius of the city limits by means other than the Carrier's principal vessels, such as by highway, railway, canal or river, or in specific instances by ferry or bargeship system.

LINER TERMS - The Carrier assumes all responsibilities and cost for the cargo from the port or point where the cargo is receipted for by the Carrier to the destination port or point where the Carrier makes the cargo available to the consignee.

LOADING - The physical movement of cargo/container from the pier to place of stowage on board a vessel.

LOW COST CARRIER - The Carrier which offers the lowest total cost for all services ordered in connection with handling and movement of a particular lot of cargo from origin to final destination, taking into account the density and stowage characteristics of the particular lot of cargo in relation to the types, sizes, configurations and weight carrying capacities of containers available for the movement.

MAIL - Includes all classes and types of postal matter.

MAIL EQUIPMENT - Includes sacks, pouches, and bags used for carriage of mail and locks or other devices used for sealing mail bags, pouches, sacks or containers.

MILITARY SEALIFT COMMAND (MSC) - Commander, Military Sealift Command, Washington Navy Yard, Washington, D.C. Single manager for sealift, Department of Defense.

MILITARY TRAFFIC MANAGEMENT COMMAND (MTMC) - Commander, Military

ATTACHMENT 1- DEFINITIONS

Traffic Management Command, Office of the Principal Assistant Responsible for Contracting, Acquisition Division (MTAQ-AS), is the PCO and the ACO.

MILSTAMP - Military Standard Transportation and Movement Procedures.

OPEN TOP CONTAINERS - A container without a permanently affixed metal top. Top is a removable tarpaulin which is supported by roof bows.

ORDERING ACTIVITY - Includes the Commander, Military Sealift Command or his designee, and Military Traffic Management Command, or his designee.

ORDERING OFFICER - Appointed in writing by the Chief of Acquisition, MTMC, with a copy provided to the carrier. Responsible for, but not limited to, the following: book cargo and issue shipping orders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes substitution of equipment and authorizes staging. For routes designated by MSC and delineated in assigned agreements and contracts where no U.S. flag service is available as determined by MSC, the OO is authorized to approve the use of foreign flag service.

OVERTIME DIFFERENTIAL COST (ODC) - Overtime Differential Cost is the difference in cost to perform cargo handling services during regularly scheduled working hours (as defined by the existing terminal tariff) and to perform the same services during non-regularly scheduled (overtime) working hours. For the purpose of this Contract, ODC will apply in the NAS Keflavik when it is incurred by the Government as a result of an express request by the vessel owner or his agent to perform such services on an overtime basis. ODC may include, but is not limited to, overtime costs for loading/unloading cargo to and from the vessel, bringing cargo to and taking it alongside the vessel within the terminal area, documentation and other administrative services, and extra wages or salary rates or charges related thereto (which may include the portion of the sum paid for pensions, health and welfare, payroll taxes and other fringe benefits in connection with work performance of the ordered services.

OWNER - See "Carrier".

PLACE DESIGNATED BY THE CONTRACTING OFFICER - Places within the commercial zone of United States ports or inland cities, and places within a ten-mile radius of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

PLATFORM - A trailer/container with no sides or top, but only the floor.

PROCUREMENT CONTRACTING OFFICER (PCO) - Commander, Military Traffic Command, ATTN: MTTM-C, Room 107, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, (703) 681-9213 or FAX (703) 681-5621, or his designee.

ATTACHMENT 1- DEFINITIONS

PROTECTED STOW - The placement of cargo in a manner which can be stowed either above or below deck that will protect the cargo from wind, water, and other damages associated with the weather and sea.

RAIL INTERMODAL EQUIPMENT - A unit for transporting commodities in trailer or container on freight-car service from point to point, constructed in such a manner that it may be mounted and secured on a car, chassis or bogie for the purpose of such locomotives.

TEU (Twenty foot equivalent unit) - method of quantifying the number of ocean containers i.e. one twenty foot container = one TEU and one forty foot container equals two TEUs.

UNDERDECK STOW - The placement of cargo in a manner which is stowed below the vessel's deck in its holds and protects the cargo from wind, water, and other damages associated with the weather and sea.

UNUSUAL SIZE (OVERSIZED) CARGO - General Cargo that has any one dimension over forty (40) feet long, more than eight (8) feet wide or over eight (8) feet six (6) inches in height, or as determined by the ACO, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. This definition includes oversized cargo that equals or exceeds 50 long tons, including railroad locomotives and set up railroad rolling stock, but excluding all wheeled or tracked vehicles.

WHEELED OR TRACKED VEHICLES (UNBOXED AND CONTAINERIZABLE) - Includes all types of unboxed, land or amphibious equipment or conveyances, set up on wheels or tracks, whether or not self-propelled, but excluding railroad locomotives and set up railroad rolling stock. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment.

Attachment 2

CLEARANCE ORDER/SHIPPING ORDER

JTMO FORM 4612-1 (REV. 3/71-S/N 0104-121-3002)

booking as indicated and reflects the approximate tonnages and details of cargo as available at the time of booking
the cargo actually entered on the cargo manifest, bill of lading as appropriate

ORDER NO.

TC

SHIP NAME

VOYAGE NO.

AGENT

SHIPPING CONTRACT/AGREEMENT

NS ☐ TC ☐ VC ☐ GAA ☐ MST

☐ BILL OF LADING

CARGO DISCHARGING

LOADING

[illegible]

DISTRIBUTION

OTHER PARTICULARS

This shipment is to be routed as indicated, and any ocean bill lading issued to cover the above cargo must show the rates, terms and conditions as stated herein.

TYPED NAME OF CONTRACTING OFFICER

SIGNATURE

**ATTACHMENT 3 - AVERAGE CONTAINER/CHASSIS INTERNAL CUBIC
CAPACITIES**

Size and Type	Containers L X W X H	Average MT
20 Foot, Dry (low cube)	20' x 8' x 8'	27
20 Foot Dry	20' x 8' x 8'6"	29
40 Foot Dry	40' x 8' x 8'6"	59
40 Foot Dry (high)	40' x 8' x 9'6"	67
40 Foot Reefer	40' x 8' x 8'6"	50
40 Foot Reefer (high)	40' x 8' x 9'6"	59

Size and Type	Chassis L x W x H	Average MT
40 Foot Dry	40' x 8' x 12'6"	59
40 Foot Dry (high)	40' x 8' x 13'6"	67
40 Foot Reefer	40' x 8' x 12'6"	50
40 Foot Reefer (high)	40' x 8' x 13'6"	54

ATTACHMENT 4 - CARGO PROJECTION

PROJECTED CARGO TO/FROM NAS KEFLAVIK

The figures below represent an annual projection expressed by the applicable equipment type or measurement ton for breakbulk movement.

Projected Cargo Distribution (Outbound)									
Origin	20' ISO Tank Cnt.	Breakbulk Vehicle	Breakbulk General	Gen. Carg 20 FT cnt.	Gen. Carg 40 FT cnt.	Vehicle 20 FT cnt.	Vehicle 40 FT cnt.	Reefer 20 FT cnt.	Reefer 40 FTcnt.
N.Y. Zone 2	5	0	0	6	35	0	0	0	0
N.Y. Terminal	0	0	0	1	6	0	0	0	0
Harris-burg Group	0	0	0	0	0	0	0	0	0
Norfolk Zone 1	5	0	0	60	363	29	261	0	29
Norfolk Zone 2	0	0	0	13	80	0	0	0	78
Norfolk Terminal	0	738	294	26	157	0	0	0	0
TOTAL	10	738	294	106	641	29	261	0	107
Projected Cargo Distribution (inbound)									
Origin	20' ISO Tank Cnt.	Breakbulk Vehicle	Breakbulk General	Gen. Carg 20 FT cnt.	Gen. Carg 40 FT cnt.	Vehicle 20 FT cnt.	Vehicle 40 FT cnt.	Reefer 20 FT cnt.	Reefer 40 FTcnt.
N.Y. Zone 2	4	0	0	4	32	0	0	0	0
Norfolk Zone 1	4	0	0	36	305	32	173	0	0
Norfolk Zone 2	0	0	0	0	0	0	0	0	0
Norfolk Terminal	0	222	209	0	0	0	0	0	0
TOTAL	8	222	209	40	337	32	173	0	0

ATTACHMENT 5 - CONTAINER DETENTION CHARGES

A. DRY CARGO CONTAINER

(Includes closed containers, open top containers, flat racks, car Carriers, any of the above with or without chassis)

20 FT and Over	\$ 9.00
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40 FT and Over	\$12.00
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B. REFRIGERATED CONTAINER

(Includes container with chassis)

20 FT and Over	\$50.00
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40 FT and Over	\$60.00
----------------	---------

C. Chassis

(Only applies for use with Government owned or leased containers)
(See H-26.5)

20 FT and Over	\$ 9.00
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40 FT and Over	\$12.00
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PERFORMANCE REQUIREMENTS SUMMARY
ICELAND

<u>REQUIRED SERVICE</u>	<u>CONTRACT REFERENCE</u>	<u>ACCEPTABLE QUALITY LEVELS</u>	<u>METHODS OF SURVEILLANCE</u>
1. Carrier shall maintain regularly scheduled liner service on route covered throughout the term of the contract. Vessel shall call at Iceland at intervals not to exceed 24 days with a transit time not to exceed 10 days once leaving last U.S. port of call.	C-1.1	100% performance	Monthly, the COR will review the Carrier's sailing schedule for the purpose of determining commencement/maintenance of scheduled service within t prescribed interval.

A-1: When liquidated damages or other collections from the Carrier are part of the Government's action, they will be assessed for all Acceptable Quality Level.

Note: This plan is to be used for administrative purposes only and does not reflect a change in the contract requirements. To the extent between this plan, the substantive provision of Iceland contract number DAMT01-98-D-9612, the substantive provisions of Iceland 98-D-9612 shall apply.

2. Carrier shall provide both breakbulk and container service, including inland pickup and delivery of cargo, terminal handling, receiving cargo, releasing of cargo, loading and discharging.	C-1.1	100% performance	Ordering Officer report to COR at failure of Carrier to accept offerings for either breakbulk or container shipments.
3. Carrier shall furnish a clean, empty, odor-free container on a chassis.	C-2.1	3% of deviation per voyage.	Shipper complain.
4. Ordering Officer will provide the Carrier at least two working days notice as to where to spot an empty container.	C-2.2	No deviation unless waived by Carrier.	Carrier complain.

5. Carrier shall spot empty containers at least 3 working days prior to the port cutoff set by the Government, or as mutually agreed. Carrier shall spot container NLT or prior to one hour of the stated time in the notice.	C-2.2	3% of deviation of containers booked per voyage.	Shipper complain
6. Carrier shall pickup/ remove stuffed container within 24 hours unless waived by the ACO.	C-2.3	3% of deviation per voyage.	Shipper complain
7. Carrier shall remove empty container from Government facility within 72 hours unless modified by the ACO.	C-2.3	No deviation	Consignee complaint

8. Carrier shall C-2.6
contact the
Consignee to
establish a
delivery time
prior to delivery.

1 complaint per
sailing.

Consignee
complaint

9. Carrier shall C-2.6
commence inland
transportation of
dry containers
within two working
days after
containers have
been discharged
from vessel or
after customs
clearance,
whichever occurs
later unless delay
is requested by
the ACO. Time
shall not run on
Saturdays,
Sundays, or
locally observed
holidays.

5% deviation of
containers per
voyage. All
containers must
commence line-haul
or drayage NLT one
working day
following the
required service.

Terminal records

10. Carrier shall C-2.6
commence inland
transportation of
refrigerated or
mail containers
within one
working day after
containers have
been discharged
from vessel or
after customs
clearance,
whichever occurs
later unless delay
is requested by
the ACO. Time
shall not run on
Saturdays,
Sundays, or
locally observed
holidays.

5% deviation of
containers per
voyage. All
containers must
commence line-haul
or drayage NLT one
working day
following the
required service.

Terminal records

11. Vehicles in containers will be delivered within forty-eight (48) hours after the container has been discharged from the vessel or after customs clearance, whichever occurs later unless delay is requested by the ACO. Time shall not run on Saturdays, Sundays, or locally observed holidays.

C-2.6

5% deviation of containers per voyage. All containers must commence line-haul or drayage NLT one working day following the required service.

Terminal records

12. The inland cargo transit after commencement on-carriage for delivery shall not exceed one day for every 300 miles of the shortest road distance from the port of discharge to the final delivery point.

C-2.6

3% of containers per voyage and POD.

100% reconciliation c
Carrier discharge
report with
Consignee.

13. Carrier shall present the Consignee with a delivery receipt which shall include: destination warehouse, pieces, weight, cube, description of cargo, and TCN for the container.	C-2.6	5% deviation containers per voyage.	Consignee complaint
14. Self-sustaining reefer containers shall be delivered to the stuffing activity in good working order, precooled to the intransit temperature specified by the Government.	C-2.8.1	No deviation	100% inspection/Customer complaint

15. Internal temperature of self-sustaining reefer containers will be maintained within three (3) degrees Fahrenheit of the specified intransit temperature from time of initial stuffing until unstuffing at final destination. For chilled cargo in reefer containers only, the intransit temperature shall be maintained by the Carrier within plus or minus two (2) degrees Fahrenheit of the specified temperature from the time of initial stuffing until unstuffing at final destination.

C-2.8.1

No deviation

Consignee
complaint

16. Carrier shall C-2.8.3
furnish an
operable
continuous
temperature
recording
instrument in each
container. The
instrument shall
measure and record
in a legible
manner any
variation in
temperature of one
degree Fahrenheit
or more inside the
container.

No deviation

Prior to
acceptance and/c
loading, Shipper
will ascertain
that a continuous
temperature
recording
instrument in
operable conditi
is available for
each container
provided by ocean
Carrier.

<p>17. Carrier shall provide both the cognizant MTMC activity and the activity responsible for cargo documentation for the port of embarkation the following information within 4 working hours after a container is received:</p> <ul style="list-style-type: none"> a. Carrier name b. Port of loading c. Date container is received at port d. Container number with ALPHA prefix e. TCN f. Seal and/or keyless lock number. 	<p>C-4.1.1</p>	<p>3% of containers per voyage.</p>	<p>Complaint by manifesting activity.</p>
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18. Carrier shall C-4.1.3
provide the
cognizant MTMC
activity and the
activity
responsible for
cargo
documentation
container lift
information within
8 hours after
vessel departure
the following
cargo receipt
information:
a. Name of
vessel and voyage
document number
b. Container
number with ALPHA
prefix
c. TCN
d. Port of
loading
e. Final
destination
f. General
description of
container contents
g. Seal and/or
keyless lock
number.

100% performance
unless waived by
the manifesting
activity on a
case-by-case
basis.

Complaint by
manifesting
activity.

19. Carrier shall provide both the cognizant MTMC activity and military activity responsible for cargo documentation at that port a list of containers, by container number and TCN, which were booked but not loaded, or loaded but not booked, and the reasons why the containers missed their appropriate scheduled sailing.	C-4.1.4	100% performance unless waived by the cognizant COR on a case-by-case basis.	100% inspection Carrier lift reports with Shipping Orders/Clearance Orders.
20. Carrier shall notify the ACO with a complete report if a seal on any container has been broken and replaced while in the Carrier's custody, within 24 hours of discovery and/or replacement.	C-4.1.4	No deviation	Consignee/terminal complaint

21. Carrier shall provide the MTMC activity having cognizance over each port where containers of cargo are discharged with certain information concerning containers. This information shall be provided for each container discharged as soon as practicable after discharge, but NLT 1 day following commencement of drayage or line-haul, and shall include the following:

a. Name and voyage # of vessel making delivery

b. Name and voyage # of original carrying vessel if transshipped

c. Date and time the container was discharged.

d. Date, time, mode of commencement of drayage or line-haul from discharge port to inland

C-4.2.2

3% of containers per voyage and POD..

The MTMC activity or local traffic management authority designated to receive container discharge information from ocean Carrier will monitor receipt of this information and ensure that reporting is in compliance with the required service. The objective is to ensure that Carrier provides information for all containers lifted/manifested.

22. Carrier shall provide both the Contracting Officer and the ACO notice within twenty-four (24) hours of any operational shortfalls that occurs or may occur in the performance of this contract, e.g. sailing delays, lack of availability of containers, strikes, receiving delays, and port backlogs..	C-4.3	No deviation	OCCA will monitor scheduled and actual sail/arrival dates.
23. Carrier shall provide an updated sailing and arrival schedule to MTMC and NAS Keflavik every 90 days. Carrier shall immediately notify in writing COR of any changes to the projected schedule.	C-4.4	No deviation	100% inspection ocean Carrier vessel schedules OCCA/NAS Keflavik complaint to COR

<p>24. Carrier shall notify local terminal commander or cognizant OCCA/OCBO of impending arrival of the vessel at each port where cargo is to be discharged or loaded, at least 48 hours prior to arrival, and shall indicate the ETA, and any variation from, or correction to, information previously furnished.</p>	<p>C-4.4</p>	<p>No deviation</p>	<p>OCCA/NAS Keflavi complaint to COR</p>
<p>25. ACI/EDI capability for cargo offering/booking and receipt/lift data on a fully integrated level must be available on the effective date of this contract.</p>	<p>C-5.3</p>	<p>No deviation</p>	<p>Complaint from MTMC manifesting activity/OCCA.</p>

26. Containers shall have name of Carrier in letters not less than 3 inches in height affixed to each end of the container.	D-1	3 complaints per sailing.	Shipper complain
27. Carrier shall not furnish a container of different type or cubic capacity than originally ordered without consent of the Ordering Officer.	G-3	No deviation	Shipper complain
28. Government will book not to exceed 65% of DOD cargo to low cost Carrier that can meet the delivery requirements of cargo. Cargo allocation will be tracked on quarterly basis.	H-4	Offer up to 65% necessary to meet cargo allocation requirements.	100% inspection bookings.

29. Government H-4
will book the
remainder of DOD
cargo to the next
lowest cost
Carrier of the
other country.
Cargo allocation
will be tracked on
a quarterly basis.

Offer remainder
necessary to meet
cargo allocation
requirements.

100% inspection
bookings.

30. If the Carrier H-11
chooses to pickup
or accept a
container without
docu-mentation,
the Carrier shall
provide the
cognizant MTMC
Manifesting
Activity with all
receipt or lift
data in order that
the container can
be completely
identified for
onward movement.
This informa-tion
must be provided
within one (1)
working day of
receipt or lift,
or earlier, if
necessary to meet
the scheduled
vessel sailing.

No deviation

Complaint by
manifesting
activity.

31. Government will not overstuff containers.	H-14.2	No deviation	Carrier complain
32. Government will release or deliver into the custody of Carrier containers within sufficient reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked.	H-15.1	3% of more of containers per booking, or a cumulative of 3% per quarter per Shipper.	Carrier complain
33. The Carrier shall not transship or relay cargo, containerized or breakbulk, unless it has received written permission to do so from the Ordering Officer at time of booking.	H-21.1	No deviation	Complaint by Consignees/ SPOD.

34. The total
amount of free
time in Iceland
will be fifteen
calendar days.
The total amount
of free time in
CONUS will be ten
calendar days.

H-25.1

No deviation

Carrier
complaint/invoic

PERFORMANCE REQUIREMENTS SUMMARY
ICELAND

<u>REQUIRED SERVICE</u>	<u>CONTRACT REFERENCE</u>	<u>ACCEPTABLE QUALITY LEVELS</u>	<u>METHODS OF SURVEILLANCE</u>
35. Government may require a loaded container belonging to one Carrier to be lifted by another Carrier. If so directed in writing, the Carrier to whom the container belongs will freely interchange the container to another Carrier designated by the ACO to lift the container.	H-43	100% performance	OCCA complaint

A-1: When liquidated damages or other collections from the Carrier are part of the Government's action, they will be assessed for all Acceptable Quality Level.

Note: This plan is to be used for administrative purposes only and does not reflect a change in the contract requirements. To the extent between this plan, the substantive provision of Iceland contract number DAMT01-98-D-9612, the substantive provisions of Iceland 98-D-9612 shall apply.

Attachment 7

JTMO SHIPPING/CONTAINER AGREEMENT - STANDARD BILLING INSTRUCTIONS

CARRIER					INVOICE NO.			
1. SHIPPING ORDER NO.					2. CONTRACT NO.*			
3. SHIP NAME					VOYAGE DOCUMENT NO.			
4. SAILING DATE 5. PORT OF LOADING 6. PORT OF DISCHARGE 7. ROUTE INDEX & ZONE*	NUMBER OF CONTAINERS**	INTERNAL CUBIC CAPACITY EACH CONTAINER	8. INITIAL ORIGIN	9. ULTIMATE DESTINATION	10. TYPE SERVICE OR CHARGE	11. UNIT OF MEASURE	12. CARGO CATEGORY*	13. (l unit
e.g. 210/06/96 PORTLAND SATTAHIP 01A9		In MTs correct to two decimal places	Place where carrier terminated responsibility for cargo		e.g. Ocean freight, Drayage at (name0city) Line-haul from origin Line-haul to destination, stuffing or detention	e.g. MT, Each or Day	e.g. General Cargo, Vehicles or Reefer	Carr decir

*From M

**Indicate container serial numbers by use of footnotes or by attaching a separate j

STANDARD BILLING INSTRUCTIONS

1. The Military Traffic Management Command (MTMC) activity will issue a Shipping Order which will indicate the estimated total measurement tons or other units of cargo to be shipped. The Shipping Order will not be priced by the booking activity. The Shipping Order shall be the authority for billing the Government for the cargo moved. Amendments to the Shipping Order will be issued as required. If the cargo category requires negotiation, the rate negotiated shall be inserted by the booking activity in the block on the Shipping Order reserved for such use.
2. After the ship has been loaded, the Carrier will submit a properly certified invoice to the MTMC activity designated as the paying office in the Shipping Order.
3. Invoices will be processed and paid in accordance with the PAYMENTS CLAUSE of this contract.
4. Supplemental billings will be indicated as such and will indicate the original invoice number and numerical suffixes in ascending order, e.g., 120, 120-1, 120-2, etc.
5. Form and content of invoice:
 - a. A separate invoice must be submitted for each Shipping Order under which the services are rendered.
 - b. Separate itemization within an invoice will be required for each variation in loading, port of discharge, initial origin, ultimate destination, type service or cargo category or applicable rate. In addition, separate itemization will be required for each agreed average container cubic capacity.
 - c. Cargo for which payment is to be made must be itemized on the invoice.
 - d. Except as provided above, repetitions of a service for which a single rate applies shall be indicated as one entry on the invoice. Separate itemization of individual containers shall be avoided.
 - e. The applicable complete container serial numbers will be indicated in connection with invoices involving container services.
 - f. Invoices will be submitted in the format and containing the information specified in the Invoice Format set forth on the reverse of this form.

CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim - Period Report: From _____ To _____		
1. Contractor Name and Address: (Identify Division)	1. Contract Number: _____ 2. Contract Value (Base Plus Options): _____ 3. Contract Award Date: _____ 5. Contract Completion Date: _____	
5. Type of Contract: (Check all that apply) -- <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> Award Fee <input type="checkbox"/> CPFF - Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
6. Description of Requirement:		
7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.		
Quality	Comments	0 1 2 3 4 +
Cost Control	Comments	0 1 2 3 4 +
Timeliness of Performance	Comments	0 1 2 3 4 +

JTMO Form 4280/9A

Business Relations	Comments	0 1 2 3 4 +
Customer Satisfaction (End Users)	Comments	0 1 2 3 4 +
Mean Score (Add the ratings above and divide by number of areas rated)		

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for paym

Quality of Product/Service	Cost Control	Timeliness Of Performance	Business Relations
<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actuals -Cost efficiencies -Change orders issue 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective contractor-recommended solutions -Effective small/small disadvantaged business subcontracting program

JTMO Form 4280/9A

0. Unsatisfactory	Nonconformances are compromising the achievement of contract requirements, despite use of Agency resources.	Cost issues are compromising performance of contract requirements	Delays are compromising the achievement of contract requirements, despite use of Agency resources.	Response to inquiries, technical/service/administrative issues is not effective and responsive.
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is marginally effective and responsive.
2. Fair	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is somewhat effective and responsive.
3. Good	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issue is usually effective and responsive.
4. Excellent	There are no quality problems.	There are no cost issues.	There are no delays.	Response to inquiries, technical/service/administrative issues is effective and responsive.
++ PLUS	The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."			

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

Block 1: Contractor Name and Address. Identify the specific division being evaluated if there is more than one.

JTMO Form 4280/9A

Block 2: Contract number of contract being evaluated.

Block 3: Contract value shall include base plus options. If funding was increased or decreased during the evaluation period should reflect the change.

Block 4: Contract award date and anticipated contract completion date.

Block 5: Type of Contract: Check all that apply.

Block 6: Provide a brief description of the work being done under the contract and identify the key performance indicators. Allow agencies calling for reference checks to compare statements of work.

Block 7: Circle rating in far right column and provide brief narrative for each of the categories rated. Indicate the contract exceeded or were not met by the contractor and by how much. Also calculate the mean score of the ratings.

Block 8: List the names and employment dates of the contractor's key personnel. This will provide a record of how long the contract. If there were many changes in these managers a second page may be necessary. On the comment/rating line managers' performance.

Block 9: If given a choice, please explain why you would or why you would not select the contractor for this contract award.

Block 10: The program office person most familiar with the contractor's performance should sign this block. The rating office, contracting officer decision. The contracting officer's signature in block 15 signifies concurrence with this rating. A revised rating is necessary.

Blocks 11-12: The contractor may provide comments but must sign block 12 to indicate review of the rating.

JTMO Form 4280/9A